TRANSCRIPT OF RECORD.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1902.

No. 190.

SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Appellants,
vs.
THE UNITED STATES OF AMERICA,
Appellees.

VOL. I.

(Pages 1 to 496, inclusive.)

Appeal from the United States Circuit Court of Appeals for the Ninth Circuit.

Filmer Brothers Co. Print, 424 Sansome St., S. F.

In the United States Circuit Court of Appeals, for the Ninth Circuit.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and HOMER S. KING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,

Appellants,

vs.

THE UNITED STATES OF AMERICA,

Appellees.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and HOMER S. KING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,

Appellants,

vs.

THE UNITED STATES OF AMERICA,

Appellees.

THE SOUTHERN PACIFIC RAILROAD COMPANY,

Appellant,

vs.

THE UNITED STATES OF AMERICA,

Appellees.

Order Extending Time to Docket Cause and File Record.

An appeal having been allowed on the 30th day of October, 1899, by the Circuit Court of the United States

for the Southern District of California, to the United States Circuit Court of Appeals for the Ninth Circuit in the above-entitled causes, consolidated by order of Court, from a final decree on the 24th day of August, 1899, filed and entered of record in said Circuit Court, and on the 30th day of October, 1899, I, ERSKINE M. ROSS, United States Circuit Judge for the Ninth Circuit, having signed the citation in said cause, which citation was made returnable on the 28th day of November, 1899, and good cause now having been shown why the time should be enlarged for docketing said cause and filing the record thereof with the clerk of the United States Circuit Court of Appeals for the Ninth Circuit, on motion of Wm. Singer, Jr., Esq., attorney for said appellants, and pursuant to the authority vested in me by subdivision one (1) of rule sixteen (16) of the Rules of the United States Circuit Court of Appeals for the Ninth Circuit,

It is ordered that the time heretofore allowed said appellants to docket said cause and file the record thereof with the clerk of said United States Circuit Court of Appeals for the Ninth Circuit, be, and the same hereby is, enlarged and extended until and including the 15th day of January, 1900.

Dated at Los Angeles, California, November 23, 1899.

ROSS,

United States Circuit Judge for the Ninth Circuit.

[Endorsed]: No. 584. United States Circuit Court of Appeals for the Ninth Circuit. Southern Pacific Railroad Company vs. United States of America et al. Order extending time to docket cause. Filed Nov. 24, 1899. Frank D. Monckton, Clerk. By Meredith Sawyer, Deputy Clerk.

Citation.

UNITED STATES OF AMERICA—ss.

To the United States of America, Greeting:

You are hereby cited and admonished to be and appear at the United States Circuit Court of Appeals for the Ninth Circuit, at San Francisco, California, on November 28th, 1899, pursuant to an appeal filed in the clerk's office of the United States Circuit Court, Ninth Circuit, Southern District of California, in case consolidated No. 675, wherein the United States of America is plaintiff, and the Southern Pacific Railroad Company and others are defendants, to show cause, if any there be, why the decree rendered in said cause on August 24th, 1899, by the said United States Circuit Court, against the said defendants, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Given under my hand, at the city of Los Angeles, on October 30th, 1899.

ROSS,
Circuit Judge.

Received copy and acknowledge service of within citation this 30th day of October, 1899.

JOS. H. CALL,
Attorney for Plaintiff.

[Endorsed]: Consolidated No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Co. et al. Citation. Filed Oct. 30, 1899. Wm. M. Van Dyke, Clerk. Wm. Singer, Jr., N. E. cor. 2nd and Mission Sts., San Francisco, Cal., Attorney for Southern Pacific Railroad Company et al.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA,

Plaintiffs,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, and THE COLORADO RIVER IRRIGATION COMPANY,

Defendants.

Bill of Complaint in Case No. 587.

To the Judges of the Circuit Court of the United States for the Southern District of California:

The United States of America, by the attorney general thereof, and Geo. J. Denis, United States attorney, bring this, their bill of complaint against the Southern Pacific Railroad Company, a corporation, organized and existing under and by virtue of the laws of the State of California, D. O. Mills and Gerrit L. Lansing, trustees, each a resident and citizen of the State of California, re-

siding at San Francisco, in said State, the Central Trust Company of New York, a corporation, organized and existing under and by virtue of the laws of the State of New York, the Southern Pacific Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, and the Colorado River Irrigation Company, a corporation, organized and existing under and by virtue of the laws of the State of Colorado.

I.

And thereupon your orators show and allege that the following described land was acquired by the United States of America from Mexico in the year 1846, the title to which was confirmed to your orators by treaty of Guadalupe Hidalgo in the year 1848 and was then, ever since has been, and is now the property of the United States by title in fee simple, and at all times herein named the United States were, and still are, the owners and in the possession thereof, which land is described as follows, to wit:

All the sections of land within the State of California designated by odd numbers according to the United States surveys which have been and shall be made within the following described townships, to wit: Township thirteen south, ranges from fifteen to twenty-two east, inclusive; township fourteen south, ranges from nine to twenty-two east, inclusive; township fifteen south, ranges from ten to twenty-two east, inclusive; township sixteen south, ranges thirteen to twenty-two east, inclusive; township seventeen south, range twelve to twenty east, inclusive; also, sections 23 and 25, township 13 south, range 8 east; section 13, S. ½ section 15, S. ½ sec-

tion 17, all of sections 19, 21, 23, 25, 27, 29, 31, 33, and 35, township 13 south, range 9 east; sections 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, township 13 south, range 10 east; sections 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and south half of sections 9 and 11, township 13 south, range 11 east; sections 7, 9, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and south ½ of section 11, township 13 south, range 12 east; sections 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and south ½ of section 7, township 13 south, range 13 east; sections 1, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and south half of sections 3 and 7, township 13 south, range 14 east; sections 25, 31, 33, 35, and S. ½ and N. E. ¼ of section 27 and S. E. ¼ of section 29, township 12 south, range 15 east; sections 21, 23, 25, 27, 29, 31, 33, 35, S. ½ 19; township 12 south; range 16 east; sections 13, 19, 21, 23, 25, 27, 29, 31, 33, 35, and S. ½ of sections 15 and 17, township 12 south, range 17 east; sections 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, township 12 south, range 18 east; sections 19, 21, 23, 25, 27, 29, 31, 33, 35; and south ½ of sections 13, 15 and 17, township 12 south, range 19 east; sections 19, 21, 23, 25, 27, 29, 31, 33, 35, and S. ½ of sections 13, 15 and 17, township 12 south, range 20 east; sections 19, 21, 23, 25, 27, 29, 31, 33, 35, and south ½ of sections 13, 15 and 17, township 12 south, range 21 east; and all of section 31, township 12 south, range 22 east, San Bernardino base and meridian, and within the Southern District of California.

II.

Your orators further show: That by the act of Congress, approved July 27th, 1866, entitled "An act granting lands to aid in the construction of a railroad and

telegraph line from the States of Missouri and Arkansas to the Pacific Coast," Congress incorporated the Atlantic and Pacific Railroad Company and granted to said company, to aid in the construction of said railroad, a large amount of lands in the State of California and other States and territories, and to the whole of which said act your orators refer. (See United States Statutes, volume 14, p. 292.)

Your orators further show that by section 18 of said act Congress authorized the Southern Pacific Railroad Company, a corporation, claiming to be organized under the laws of the State of California, to connect with said Atlantic and Pacific Railroad, and to aid in its construction, and upon the condition that it would make such connection, agreed to make to said Southern Pacific Railroad Company a grant of lands upon the same terms, conditions and limitations as were granted to the said Atlantic and Pacific Railroad Company.

III.

Your orators further show unto the Court, and allege that by the act of Congress approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and for other purposes" (see U. S. Stats., Vol. 16, pp. 573-9), Congress incorporated and created the Texas Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large amount of land in the State of California, and other States and territories, and to the whole of which said act your orators refer.

Your orators further show that said Texas Pacific Railroad Company duly accepted said grant, and the terms and conditions of said act, within the time therein required, and did designate upon a plat or map the whole of its general line of route, under said act, from Marshall, Texas, by way of the points and places named in said act, in the time and manner provided in said act, to San Diego, California, to Ship's Channel, in the Bay of San Diego; and on or about October 15, 1871, did file such plat in the office of the commissioner of the general land-office, and which map was approved by the secretary of the interior at that time, and upon the filing of such map in the office of the secretary of the interior, the United States withdrew from market and reserved all the odd numbered sections of land in California within sixty miles of the boundary line of Mexico, including the lands above described, and in pursuance of orders of the secretary of the interior and commissioner of the general landoffice, said withdrawal and reservation of said lands was made of record in the general landoffice and United States district landoffices in California, and that said lands above described are within twenty miles of the said line of route of said Texas Pacific Railroad.

Your orators further show to the Court that by section 23 of said act of Congress, approved March 3, 1871, it was provided as follows: "That for the purpose of connecting the Texas Pacific Railroad with the city of San Francisco, the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California) to construct a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado river,

with the same rights, grants and privileges, and subject to the same limitations, restrictions and conditions as were granted to the said Southern Pacific Railroad Company of California by the act of July 27, 1866; provided, however, that this section shall in no way affect or impair the rights, present or prospective, of the Atlantic and Pacific Railroad Company, or any other railroad company."

IV.

Your orators further allege that said Texas Pacific Railroad Company did not, within the time or manner required by said act of Congress of March 3, 1871, nor at all, construct or complete any railroad or telegraph line, in whole or in part, within the State of California, nor within the territory of Arizona, and that, on the 28th of February, 1885, all lands and rights to lands granted to and conferred upon said Texas Pacific Railroad Company, and situated within the State of California and territory of Arizona, were forfeited and resumed to the United States, and said lands were restored to the public domain by the act of Congress, approved February 28, 1885 (see 23 U. S. Stats., p. 337), and to which said act your orators refer.

Your orators further show unto the Court and allege that all of the tracts of land above described were granted by Congress to said Texas Pacific Railroad Company by said act of Congress making said grant to said company, and from the date of said grant to said company as aforesaid until said lands and rights to lands were forfeited as aforesaid, said company claimed to own said lands, and had a prospective as well as a present right to said lands; and during all of that time said

lands were reserved by the United States for the benefit of said Texas Pacific Railroad Company.

V.

Your orators are informed and believe that the defendants herein claim that a line of railroad and telegraph from Tehachapi Pass, by way of Los Angeles, to the Colorado river has been constructed by the Southern Pacific Railroad Company within the time and in the manner provided by said act of Congress of March 3, 1871, above referred to, and that said company did accept said grant and the terms and conditions thereof, and did, in the year 1874, designate its line by a plat thereof, which it filed in the office of the commissioner of the general landoffice, of that date, within the time and manner provided by said act; and the defendants claim that the lands above described were granted to said company by said act; and defendants further claim that commissioners, appointed by the President of the United States, have reported that said railroad was constructed in all respects in compliance with said act; but your orators allege that all of said claims and pretenses are false and unfounded, and your orators show that said Southern Pacific Railroad Company named in said act of Congress of March 3, 1871, has not located or constructed any railroad or telegraph line, or any portion thereof, between the points named in section 23 of said act of March 3, 1871, within the time or manner provided by said act, or at all, nor has any connection ever been made with said Texas Pacific Railroad at or near the Colorado river, or at any other point.

VI.

And your orators further allege that none of said lands were granted to said Southern Pacific Railroad Company by said act of March 3, 1871, and that said lands were not included in any grant to said company or to the defendants herein, or either of them, and that said lands were not of the category or of the character of lands described in said act of March 3, 1871, to be granted to the company therein named; but, on the contrary, they were lands reserved and otherwise claimed, and said lands are still owned, by the United States.

VII.

Your orators further allege that on March 3, 1871, the Southern Pacific Railroad Company, named in said act of Congress of that date, was not authorized by its charter to construct or operate the line of railroad from Tehachapi Pass, by way of Los Angeles, to the Colorado river, and thereafter, and before any part of any railroad or telegraph line was constructed between the points named in said act of March 3, 1871, and on August 12, 1873, said Southern Pacific Railroad Company did, without any authority from the United States or from the Congress of the United States, enter into certain articles of incorporation and consolidation with the Southern Pacific Branch Railroad Company, a corporation, thereby creating a new corporation and taking new powers under such new charter from the State of California, and thereby surrendering to the United States all the grants, rights, franchises and privileges theretofore conferred upon the first said Southern Pacific Railroad Company.

VIII.

And your orators further allege that in the year 1874, and before any part of the railroad between the points named in said act Congress of March 3, 1871, had been constructed or completed, said Southern Pacific Railroad Company, created by said articles of incorporation and consolidation, on August 12, 1873, consolidated with other railroad companies corporations, creating another and new corporation without any authority from the United States or from the Congress of the United States, and taking its new charter from the State of California, and thereby surrendering to the United States all the franchises, grants, rights and privileges, if any then remained, which had been conferred by the Congress of the United States under said act of Congess of March 3, 1871.

IX.

Your orators further allege that the defendants herein, and each of them, claim some interest in the said lands under and by virtue of the said act of March 3, 1871, and not otherwise. The nature and extent of such claims are unknown to your orators, but your orators allege that such claims are not based upon any legal or equitable right to such lands or any thereof.

Your orators further show that said adverse claims of said defendants hinder and embarrass your orators, and prevent the department of the interior from selling and otherwise disposing of said lands under the laws of the United States.

X.

Your orators further allege that defendants herein, while claiming and pretending to own some interest in said lands, are now unlawfully removing from said lands, wood, timber, minerals and other valuable deposits, and unlawfully threatening to chop down other trees on said land and remove other minerals and valuable deposits thereon, and unless enjoined will do so, to the great and irreparable injury of your orators.

XI.

Your orators further allege that the amount in controversy in this suit, exclusive of interest and costs, exceeds the sum or value of five thousand (5,000) dollars.

In tender consideration whereof, and forasmuch as your orators are remediless at and by the strict rules of the common law, and can only be relieved in a court of equity, your orators pray that their title to said land may be quieted, and that the defendants and each of them be forever enjoined from asserting or claiming any right or title thereto adverse to your orators, and that the defendants be forever enjoined from chopping down or carrying away any wood, trees or timber upon said land, and from removing any minerals or other valuable deposits thereon; and your orators pray for such other and further relief as the Court may deem equitable, and for costs of this suit.

May it please your Honors to grant unto your orators a writ of subpoena, issuing out of and under the seal of this honorable Court, to be directed to the above-named defendants, the Southern Pacific Railroad Company, D.

O. Mills and Gerrit L. Lansing, trustees, the Central Trust Company of New York, the Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company, commanding them on a certain day, and under a certain penalty therein to be inserted, to be and appear before your Honors, and then and there to answer the premises, and further to stand to and abide such order and decree therein as shall be agreeable to equity and to good conscience, and your orators will ever pray.

Your orators expressly waive answer under oath by the defendants and each of them.

GEORGE J. DENIS,
United States Attorney.

[Endorsed]: 587. In the Circuit Court of the United States, Ninth Circuit, Southern District of California. The United States of America, Plaintiffs, vs. The Southern Pacific Railroad Company et al., Defendants. Bill. Filed Jan. 31, 1894. Wm. M. Van Dyke, Clerk.

UNITED STATES OF AMERICA.

Circuit Court of the United States, Ninth Circuit, Southern District of California.

IN EQUITY.

Subpoena.

The President of the United States of America, Greeting, to the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, Trustees, and the Cen-

tral Trust Company of New York, the Southern Pacific Company of Kentucky and the Colorado River Irrigation Company:

You are hereby commanded that you be and appear in said Circuit Court of the United States aforesaid, at the courtroom, in Los Angeles on the second day of April, A. D. 1894, to answer a bill of complaint exhibited against you in said Court by the United States of America and to do and receive what the said Court shall have considered in that behalf. And this you are not to omit, under the penalty of five thousand dollars.

Witness, the Honorable MELVILLE W. FULLER, Chief Justice of the Supreme Court of the United States, this 7th day of February, in the year of our Lord, one thousand eight hundred and ninety-four and of our independence the one hundred and eighteenth.

[Seal] WM. M. VAN DYKE,
Clerk.
By E. H. Owen,
Deputy Clerk.

Memorandum Pursuant to Rule 12, Supreme Court, U. S.

You are hereby required to enter your appearance in the above suit on or before the first Monday of April, next, at the clerk's office of said Court pursuant to said bill; otherwise the said bill will be taken pro confesso.

WM. M. VAN DYKE,
Clerk.
By E. H. Owen,
Deputy Clerk.

United States Marshal's Office,
Northern District of California.

I hereby certify that I received the within writ on the 19th day of March, 1894, and personally served the same on the 22d day of March, 1894, on the Southern Pacific Company of Kentucky, by delivering to and leaving with C. F. Crocker, vice-president of the Southern Pacific Company of Kentucky, said defendant named therein personally, at the city and county of San Francisco, in said district, a certified copy thereof, and I further certify that I was unable to find Central Trust Co. of New York and Colorado River Irrigation Co. in my district.

San Francisco, March 22, 1894.

W. G. LONG,
U. S. Marshal,
By ————,
Deputy.

United States Marshal's Office,
Northern District of California.

I hereby certify that I received the within writ on the 19th day of March, 1894, and personally served the same on the 22d day of March, 1894, on the Southern Pacific Railroad Company by delivering to and leaving with C. F. Crocker, president of the Southern Pacific Railroad Company, said defendant named therein, personally, at the city and county of San Francisco in said district, a certified copy thereof.

San Francisco, March 22, 1894.

W. G. LONG,
U. S. Marshal,
By ————,
Deputy.

United States Marshal's Office,
Northern District of California.

I hereby certify that I received the within writ on the 19th day of March, 1894, and personally served the same on the 22d day of March, 1894, on Gerrit L. Lansing, trustee, by delivering to and leaving with Gerrit L. Lansing, trustee, said defendant named therein, personally, at the city and county of San Francisco in said district a certified copy thereof, and I further certify that I could not find D. O. Mills, trustee, in my district.

San Francisco, March 22, 1894.

W. G. LONG,
U. S. Marshal,
By ————,
Deputy.

[Endorsed]: No. 587. U. S. Circuit Court, Ninth Circuit, Southern District of California. In Equity. The United States of America vs. The Southern Pacific Company et al. Subpoena. Filed Apr. 30, 1894. Wm. M. Van Dyke, Clerk.

UNITED STATES OF AMERICA.

Circuit Court of the United States, Ninth Circuit, Southern District of California.

IN EQUITY.

Subpoena.

The President of the United States of America, Greeting, to the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, Trustees, and the Central Trust Company of New York, the Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company:

You are hereby commanded, that you be and appear in said Circuit Court of the United States aforesaid, at the courtroom in Los Angeles, on the second day of April, A. D. 1894, to answer a bill of complaint exhibited against you in said Court by the United States of America, and to do and receive what the said Court shall have considered in that behalf. And this you are not to omit, under the penalty of five thousand dollars.

Witness, the Honorable MELVILLE W. FULLER, Chief Justice of the Supreme Court of the United States, this 7th day of February, in the year of our Lord, one thousand eight hundred and ninety-four, and of our independence the one hundred and eighteenth.

[Seal] WM. M. VAN DYKE,
Clerk.

By E. H. Owen,
Deputy Clerk.

Memorandum Pursuant to Rule 12, Supreme Court, U. S.

You are hereby required to enter your appearance in the above suit on or before the first Monday of April, next, at the clerk's office of said Court pursuant to said bill; otherwise the said bill will be taken pro confesso.

WM. M. VAN DYKE,
Clerk.
By E. H. Owen,
Deputy Clerk.

United States Marshal's Office,
Southern District of California.

I hereby certify that I received the within writ on the 7th day of February, 1894, and personally served the same on the day of , 189 , on the Southern Pacific Company of Kentucky, by delivering to and leaving with J. A. Muir, assistant superintendent of the Southern Pacific Company of Kentucky, said defendant named therein, personally at the county of Los Angeles in said district, a certified copy thereof, and I further certify that I am unable after due and diligent search to find the other within named defendants in this district.

Los Angeles, Apr. 2, 1894.

GEO. E. GARD,
U. S. Marshal,
By F. B. Goodrich,
Deputy.

[Endorsed]: No. 587. U. S. Circuit Court, Ninth Circuit, Southern District of California. In Equity. The United States of America vs. The Southern Pacific Railroad Company et al. Subpoena. Filed Jan. 17, 1895. Wm. M. Van Dyke, Clerk.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA,
Plaintiffs,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY and THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.
No. 587.

Special Appearance and Plea in Abatement of Southern Pacific Railroad Company.

Now comes the Southern Pacific Railroad Company, one of the defendants named in the above entitled cause, and appears specially in this action for the purpose of objecting to the jurisdiction of the Court, and sets forth as a plea in abatement in this cause the following facts:

I.

The defendant, the Southern Pacific Railroad Company, by protestation, not confessing or acknowledging all or any parts of the matters or things in the said bill of complaint mentioned to be true, in such manner and

form as the same are therein set forth and alleged, does plead thereto and for plea says: That it is a corporation duly organized and existing under and by virtue of the laws of the State of California.

II.

That nevertheless, while it admits that it operates a line of railway through the county where this suit is pending and through the Southern Judicial District of the Ninth Circuit, State of California, and maintains a ticket and freight office and depot in the city and county of Los Angeles, State of California, yet the said defendant is not an inhabitant of the judicial district in which the suit is pending.

III.

That it is a corporation duly incorporated and existing as aforesaid, having its principal office, habitat and domicile in the city and county of San Francisco, State of California, and beyond and not within this judicial district, but within the Northern Judicial District of the Ninth Circuit, State of California; all which matters and things it avers to be true and pleads the same to the said bill, and humbly craves the judgment of this honorable Court whether it ought to be compelled to make any further or other answer to the said bill, and furthermore craves this honorable Court that this defendant and the above entitled suit against it may be dismissed for want of jurisdiction of this honorable Court in the premises, and that the defendant may go hence without day.

JOSEPH D. REDDING,

Solicitor and of Counsel for the Defendant, the Southern Pacific Railroad Company, 35 Chronicle Building, San Francisco.

I hereby certify that the foregoing plea is in my opinion well founded in point of law.

San Francisco, May first, 1894.

JOSEPH D. REDDING,
Of Counsel for Defendant, the S. P. R. R. Co.

City and County of San Francisco,
State of California,
Northern District of California. } ss.

J. L. Willcutt, being duly sworn, deposes and says: I am one of the officers of the Southern Pacific Railroad Company, the above-named defendant, to-wit, the secretary thereof. The foregoing plea is true in point of fact, and not interposed for delay.

J. L. WILLCUTT.

Sworn to before me this first day of May, 1894.

[Seal] E. B. RYAN,
Notary Public in San Francisco, Cal.

[Endorsed]: No. 587. Circuit Court of the United States, Ninth Circuit, Southern District of California. United States of America, Plaintiff, vs. Southern Pacific R. R. Co. et al., Defendants. Special Appearance and Plea in Abatement of Southern Pacific R. R. Co. Received copy of within this fourth day of May, 1894, subject to all objections. George J. Denis, U. S. Atty. Filed May 4, 1894. Wm. M. Van Dyke, Clerk. Joseph D. Redding, Solicitor for Defendants, 33 Chronicle Building, San Francisco, Cal.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA,
Plaintiffs,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS, and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, and THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.
No. 587.

Special Appearance and Plea in Abatement of Gerrit L. Lansing.

Now comes Gerrit L. Lansing, one of the defendants named in the above-entitled cause, and appears specially in this action for the purpose of objecting to the jurisdiction of the Court, and sets forth as a plea in abatement in this case the following facts:

I.

I, Gerrit L. Lansing, and named as Gerrit L. Lansing, trustee, in said complaint, by protestation, not confessing or acknowledging all or any part of the matters or things

in the said bill of complaint mentioned to be true in such manner and form as the same are therein set forth and alleged, do plead and for plea say, that I am a resident and inhabitant of the Northern District of the State of California.

II.

That I reside in the city and county of San Francisco, State of California, and I am not an inhabitant or a resident of the judicial district in which this suit is pending.

III.

That said city and county of San Francisco, State of California, is in the Northern District, Ninth Judicial Circuit, of the State of California, and beyond and not within this judicial district; all which matters and things I aver to be true, and plead the same to the said bill and humbly crave the judgment of this Honorable Court, whether I ought to be compelled to make any further or other answer to the said bill, and furthermore crave this Honorable Court that I and the above-entitled suit against me may be dismissed for want of jurisdiction of this Honorable Court in the premises, and that I may go hence without day.

JOSEPH D. REDDING,

Solicitor and of Counsel for the Defendant Gerrit L. Lansing, 35 Chronicle Building, San Francisco.

I hereby certify that the foregoing plea is in my opinion well founded in point of law.

San Francisco, May 1, 1894.

JOSEPH D. REDDING,

Of Counsel for Defendant Gerrit L. Lansing.

City and County of San Francisco,
State of California,
Northern District of California. } ss.

Gerrit L. Lansing, being duly sworn, deposes and says: I am one of the above-named defendants. The foregoing plea is true in point of fact and not interposed for delay.

G. L. LANSING.

Sworn to before me this first day of May, 1894.

[Seal] E. B. RYAN,
Notary Public in San Francisco, Cal.

[Endorsed]: No. 587. Circuit Court of the United States, Ninth Circuit, Southern District of California. United States of America, Plaintiffs, vs. Southern Pacific R. R. Co. et al., Defendants. Special appearance and plea in abatement of Gerrit L. Lansing. Received copy of within this fourth day of May, 1894, subject to all objections. George J. Denis, U. S. Atty. Filed May 4, 1894. Wm. M. Van Dyke, Clerk. Joseph D. Redding, Solicitor for Defendants, 33 Chronicle Building, San Francisco, Cal.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA, Plaintiffs, vs. THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, and THE COLORADO RIVER IRRIGATION COMPANY, Defendants.	No. 587.

Special Appearance and Plea in Abatement of Southern Pacific Company.

Now comes the Southern Pacific Company, one of the defendants named in the above-entitled cause, and appears specially in this action for the purpose of objecting to the jurisdiction of the Court, and sets forth as a plea in abatement in this cause the following facts:

I.

The defendant, the Southern Pacific Company, by protestation, not confessing or acknowledging all or any

parts of the matters or things in the said bill of complaint mentioned to be true in such manner and form as the same are therein set forth and alleged, does plead thereto and for plea says: That it is a corporation duly organized and existing under and by virtue of the laws of the State of Kentucky.

II.

That the said defendant is not a resident or inhabitant of the judicial district in which the suit is pending.

III.

That it is a corporation duly incorporated and existing as aforesaid, having its principal office, habitat and domicile in the city and county of San Francisco, State of California, and beyond and not within this judicial district, but within the Northern Judicial District of the Ninth Circuit, all which matters and things it avers to be true, and pleads the same to the said bill, and humbly craves the judgment of this Honorable Court whether it ought to be compelled to make any further or other answer to the said bill, and furthermore craves this Honorable Court that this defendant and the above-entitled suit against it may be dismissed for want of jurisdiction of this Honorable Court in the premises, and that the defendant may go hence without day.

JOSEPH D. REDDING,

Solicitor and of Counsel for the Defendant, the Southern Pacific R. R. Co., 35 Chronicle Building, San Francisco.

I hereby certify that the foregoing plea is in my opinion well founded in point of law.

San Francisco, May 1, 1894.

JOSEPH D. REDDING,
Of Counsel for Defendant, the S. P. Co.

City and County of San Francisco,
State of California,
Northern District of California. } ss.

G. L. Lansing, being duly sworn, deposes and says: I am one of the officers of the Southern Pacific Company, the above-named defendant, to wit, the secretary thereof. The foregoing plea is true in point of fact and not interposed for delay.

G. L. LANSING.

Sworn to before me this first day of May, 1894.

[Seal] E. B. RYAN,
Notary Public in San Francisco, Cal.

[Endorsed]: No. 587. Circuit Court of the United States, Ninth Circuit, Southern District of California. United States of America, Plaintiffs, vs. Southern Pacific R. R. Co. et al., Defendants. Special appearance and plea in abatement of Southern Pacific Company. Received copy of within this fourth day of May, 1894, subject to all objections. George J. Denis, U. S. Atty. Filed May 4, 1898. Wm. M. Van Dyke, Clerk. Joseph D. Redding, Solicitor for Defendants, 33 Chronicle Building, San Francisco, Cal.

At a stated term, to wit, the January term, A. D. 1894, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Monday, the seventh day of May, in the year of our Lord one thousand eight hundred and ninety-four. Present: The Honorable ERSKINE M. ROSS, District Judge.

UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.
No. 587.

Certified Copy of Order that Certain Defendants Appear.

It having been made to appear to the Court that this is a suit to enforce a claim to certain real estate situated within this Judicial District, the Southern District of California, and to remove a cloud upon the title to such real estate, and it further appearing to the Court that the Central Trust Company of New York, the Colorado River Irrigation Company, and D. O. Mills, trustee, defendants in said suit, are not inhabitants of and cannot be found within this State of California, and that neither of them is an inhabitant of and neither of them can be found within this said State of California, and that said defendants

will not voluntarily appear in said suit, and that it is not practicable to serve such defendants personally, nor any person or persons in possession or charge of said real estate, now, therefore, upon motion of Joseph H. Call, Esq., special assistant United States attorney for the Southern District of California, of counsel for complainants, in open court, it is ordered by the Court that the following named defendants in this suit, to-wit, the Central Trust Company of New York, the Colorado River Irrigation Company, and D. O. Mills, trustee, be required and hereby are ordered to appear in this court by the second day of July, 1894, and to plead, answer, or demur to the bill of complaint herein by the sixth day of August, 1894, and that a copy of this order, certified by the clerk, shall be published in The Daily Journal (a newspaper printed and published in the city and county of Los Angeles, State of California) once a week for six consecutive weeks, between the date of this order and the second day of July, 1894.

I, Wm. M. Van Dyke, Clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true and correct copy of an original order made and entered by said Court, May 7th, 1894, in the cause entitled United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 587, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court this 24th day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 587. U. S. Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order that certain defendants appear. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA,
Plaintiffs,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS, and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, and THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.
No. 587.

Special Appearance and Plea in Abatement of Southern Pacific Company.

Now comes the Southern Pacific Company, one of the defendants named in the above-entitled cause, and appears specially in this action for the purpose of objecting to the jurisdiction of the Court, and sets forth as a plea in abatement in this cause the following facts:

I.

The defendant the Southern Pacific Company, by protestation, not confessing or acknowledging all or any parts of the matters or things in the said bill of complaint mentioned to be true in such manner and form as the same are therein set forth and alleged, does plead thereto, and for the plea says: That it is a corporation duly organized and existing under and by virtue of the laws of the State of Kentucky.

II.

That the said defendant is not a resident or inhabitant of the judicial district in which the suit is pending.

III.

That it is a corporation duly incorporated and existing, as aforesaid, having its principal office in San Francisco, Cal., and its habitat and domicile in the State of Kentucky, and is an inhabitant thereof, and beyond and not within this judicial district, and not within the Southern Judicial District of the Ninth Circuit, all of which matters and things it avers to be true, and pleads the same to the said bill, and humbly craves the judgment of this Honorable Court, whether it ought to be compelled to make any further or other answer to the said bill, and further craves this Honorable Court that this defendant and the above-entitled suit against it may be dismissed for want of jurisdiction of this Honorable Court in the premises, and that the defendant may go hence without day.

JOSEPH D. REDDING,

Solicitor and of Counsel for the Defendant, the Southern Pacific R. R. Co., 35 Chronicle Building, San Francisco.

I hereby certify that the foregoing plea is in my opinion well founded in point of law.

San Francisco, May , 1894.

JOSEPH D. REDDING,
Of Counsel for Defendant, the S. P. Co.

City and County of San Francisco,
State of California,
Northern District of California. } ss.

N. T. Smith, being duly sworn, deposes and says: I am one of the officers of the Southern Pacific Company, the above-named defendant, to-wit, the treasurer thereof. The foregoing plea is true in point of fact, and not interposed for delay.

N. T. SMITH.

Sworn to before me this twenty-first day of June, 1894.

[Seal] E. B. RYAN,
Notary Public in and for San Francisco, Cal.

[Endorsed]: 587. U. S. Circuit Court, Southern District of California. The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants. Plea of Southern Pacific Company. Received copy of within subject to all objections as to time, etc. June 23, 1894. George J. Denis, U. S. Atty. Filed June 23, 1894. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the August term, A. D. 1894, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Thursday, the eleventh day of October, in the year of our Lord one thousand eight hundred and ninety-four. Present: The Honorable ERSKINE M. ROSS, District Judge.

THE UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.
No. 587.

Certified Copy of Order Overruling Plea in Abatement and Motion to Dismiss of Southern Pacific Railroad Company.

This cause having heretofore been submitted to the Court for its consideration and decision upon the plea in abatement of the defendant, the Southern Pacific Railroad Company, appearing specially for the purpose of objecting to the jurisdiction of the Court, and upon said defendant's motion to dismiss said cause for want of jurisdiction, and the Court having duly considered the same, and being fully advised in the premises, it is now, on this eleventh day of October, 1894, being a day in the August

term, A. D. 1894, of said Circuit Court of the United States for the Southern District of California, ordered that said plea and said motion to dismiss be, and the same are hereby, overruled. On motion on behalf of said defendant and with the consent of counsel for complainant it is ordered that said defendant have thirty (30) days within which to serve and file its demurrer or answer to complainant's bill of complaint.

I, Wm. M. Van Dyke, Clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true and correct copy of an original order made and entered by said Court October 11th, 1894, in the cause entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 587, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court this 24th day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,

Clerk.

[Endorsed]: No. 587. U. S. Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order overruling plea in abatement and motion to dismiss. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the August term, A. D. 1894, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Thursday, the eleventh day of October, in the year of our Lord one thousand eight hundred and ninety-four. Present: The Honorable ERSKINE M. ROSS, District Judge.

THE UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.
No. 587.

Certified Copy of Order Overruling Plea in Abatement and Motion to Dismiss of Southern Pacific Company.

This cause having heretofore been submitted to the Court for its consideration and decision upon the plea in abatement of the defendant, the Southern Pacific Company, appearing specially for the purpose of objecting to the jurisdiction of the Court, and upon said defendant's motion to dismiss said cause for want of jurisdiction, and the Court having duly considered the same, and being fully advised in the premises, it is now, on this

eleventh day of October, 1894, being a day in the August term, A. D. 1894, of said Circuit Court of the United States for the Southern District of California, ordered that said plea and said motion to dismiss be, and the same are hereby, overruled. On motion on behalf of said defendant and with the consent of counsel for complainant it is ordered that said defendant have thirty (30) days within which to serve and file its demurrer or answer to complainant's bill of complaint.

I, Wm. Van Dyke, Clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true and correct copy of an original order made and entered by said Court October 11th, 1894, in the cause entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., No. 587, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court this 24th day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 587. U. S. Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company e '. Certified copy of order overruling plea in abatement and motion to dismiss. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the August term, A. D. 1894, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Thursday, the eleventh day of October, in the year of our Lord one thousand eight hundred and ninety-four. Present: The Honorable ERSKINE M. ROSS, District Judge.

THE UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.
No. 587.

Certified Copy of Order Overruling Plea in Abatement and Motion to Dismiss of Gerrit L. Lansing.

This cause having heretofore been submitted to the Court for its consideration and decision upon the plea in abatement of the defendant Gerrit L. Lansing, appearing specially for the purpose of objecting to the jurisdiction of the Court, and upon said defendant's motion to dismiss said cause for want of jurisdiction, and the Court having duly considered the same, and being fully advised in the premises, it is now, on this eleventh day of October, 1894, being a day in the August term, A. D. 1894, of said Circuit

Court of the United States for the Southern District of California, ordered that said plea and said motion to dismiss be, and the same are hereby, overruled. On motion on behalf of said defendant and with the consent of counsel for complainant it is ordered that said defendant have thirty (30) days within which to serve and file its demurrer or answer to complainants' bill of complaint.

I, Wm. Van Dyke, Clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true and correct copy of an original order made and entered by said Court October 11th, 1894, in the cause entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 587, and now remainng of record therein.

Attest my hand and the seal of said Circuit Court this 24th day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 587. U. S. Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order overruling plea in abatement and motion to dismiss. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the August term, A. D. 1894, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Thursday, the eleventh day of October, in the year of our Lord one thousand eight hundred and ninety-four. Present: The Honorable ERSKINE M. ROSS, District Judge.

THE UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.,
Defendants.
No. 587.

Certified Copy of Order Allowing Complainants to File Amended Bill of Complaint.

On motion of Joseph H. Call, Esq., Special Assistant United States Attorney, of counsel for complainants, and good cause therefor appearing, it is ordered that complainants have leave to file herein their amended bill of complaint.

I, Wm. Van Dyke, Clerk of the Circuit Court of the United States for the Southern District of California, do

hereby certify the foregoing to be a full, true and correct copy of an original order made and entered by said Court October 11th, 1894, in the cause entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 587, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court this 24th day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 587. U. S. Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order allowing complainants to file an amended bill of complaint. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

THE UNITED STATES OF AMERICA, Plaintiffs,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY, Defendants.

Amended Bill of Complaint.

To the Judges of the Circuit Court of the United States States for the Southern District of California:

The United States of America, by the attorney-general thereof, and Geo. J. Denis, United States attorney, and Joseph H. Call, special assistant attorney by leave of Court, brings this, their amended bill of complaint, against the Southern Pacific Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of California, D. O. Mills and Gerrit L. Lansing, trustees, each a resident and citizen of the State of California, residing at San Francisco in said

State, the Central Trust Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, the Southern Pacific Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, and the Colorado River Irrigation Company, a corporation organized and existing under and by virtue of the laws of the State of Colorado.

I.

And thereupon your orators show and allege that the following described land was acquired by the United States of America from Mexico in the year 1846, the title to which was confirmed to your orators by treaty of Guadalupe Hidalgo in the year 1848, and was then, ever since has been, and is now the property of the United States by title in fee simple, and at all times herein named the United States were and still are the owners and in the possession thereof, which land is described as follows, to-wit:

All the sections of land within the State of California designated by odd numbers according to the United States surveys which have been and shall be made within the following described townships, to-wit: Township thirteen south, ranges from fifteen to twenty-two east, inclusive; township fourteen south, ranges from nine to twenty-two east, inclusive; township fifteen south, ranges from ten to twenty-two east, inclusive; township sixteen south, ranges thirteen to twenty-two east, inclusive; township seventeen south, ranges twelve to twenty east, inclusive; also sections 23 and 25, township 13 south, range 8 east;

section 13, S. ½ section 15, S. ½ section 17, all of sections 19, 21, 23, 25, 27, 29, 31, 33, 35, township 13 south, range 9 east; sections 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, township 13 south, range 10 east; sections 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and south half of sections 9 and 11, township 13 south, range 11 east; sections 7, 9, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and south ½ of section 11, township 13 south, range 12 east; sections 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and south ½ of section 7, township 13 south, range 13 east; sections 1, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and south half of sections 3 and 7, township 13 south, range 14 east; sections 25, 31, 33, 35, and S. ½ and N. E. ¼ of section 27, and S. E. ¼ of section 29, township 12 south, range 15 east; sections 21, 23, 25, 27, 29, 31, 33, 35, S. ½ 19, township 12 south, range 16 east; sections 13, 19, 21, 23, 25, 27, 29, 31, 33, 35, and S. ½ of sections 15 and 17, township 12 south, range 17 east; sections 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, township 12 south, range 18 east; sections 19, 21, 23, 25, 27, 29, 31, 33, 35, and south ½ of sections 13, 15, and 17, township 12 south, range 19 east; sections 19, 21, 23, 25, 27, 29, 31, 33, 35; and S. ½ of sections 13, 15, and 17, township 12 south, range 20 east; sections 19, 21, 23, 25, 27, 29, 31, 33, 35, and S. ½ of sections 13, 15, and 17, township 12 south, range 21 east; and all of section 31, township 12 south, range 22 east, San Bernardino base and meridian. Also all the sections of land in California east of range four (4), San Bernardino meridian, designated by odd numbers other than those above described, situated within forty (40) miles of the line of route of the Texas Pacific Railroad Company hereinafter mentioned,

and on both sides thereof, as shown by the map of said company locating its line in California now on file in the general landoffice, and filed therein on the day of , 1871, a copy of which map will be introduced in evidence herein and made a part hereof, all of said lands being within the Southern District of California.

II.

Your orators further show: That by the act of Congress approved July 27, 1866, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific Coast," Congress incorporated the Atlantic and Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large amount of lands in the State of California and other States and Territories, and to the whole of which said act your orators refer. (See United States Statutes, volume 14, p. 292.)

Your orators further show that by section 18 of said act Congress authorized the Southern Pacific Railroad Company, a corporation claiming to be organized under the laws of the State of California, to connect with said Atlantic and Pacific Railroad, and to aid in its construction, and upon the condition that it would make such connection, agreed to make to said Southern Pacific Railroad Company a grant of lands upon the same terms, conditions, and limitations as were granted to the said Atlantic and Pacific Railroad Company.

III.

Your orators further show unto the Court, and allege that by the act of Congress approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and for other purposes" (see U. S. Statutes, Vol. 16, pages 573-9), Congress incorporated and created the Texas Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large amount of land in the State of California and in other States and Territories, and to the whole of which said act your orators refer.

IV.

Your orators further show that said Texas Pacific Railroad Company duly accepted said grant, and the terms and conditions of said act, within the time therein required, and did designate upon a plat*e* or map the whole of its line of route under said act, from Marshall, Texas, by way of the points and places named in said act, in the time and manner provided in said act, to San Diego, California, to Ship's Channel, in the bay of San Diego; and on or about October 15, 1871, did file such plat in the office of the commissioner of the general landoffice, and which map was approved by the secretary of the interior at that time, and has ever since been treated by said officer as a sufficient and valid location of said railroad, and upon the filing of such map in the office of the secretary of the interior, the United States withdrew from market and reserved all the odd-numbered sections of land in California within sixty miles of the boundary

line of Mexico, including the lands above described, which are within the limits of said grant to said Texas Pacific Railroad Company, and in pursuance of orders of the secretary of the interior and commissioner of the general landoffice, said withdrawal and reservation of said lands was made of record in the general landoffice and United States district landoffices in California.

V.

Your orators further show to the Court that by section 23 of said act of Congress, approved March 3, 1871, it was provided as follows: "That for the purpose of connecting the Texas Pacific Railroad with the city of San Francisco, the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California) to construct a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado river, with the same rights, grants and privileges, and subject to the same limitations, restrictions and conditions as were granted to the said Southern Pacific Railroad Company of California by the act of July 27, 1866, provided, however, that this section shall in no way affect or impair the rights, present or prospective, of the Atlantic and Pacific Railroad Company, or any other railroad company."

VI.

Your orators further allege that said Texas Pacific Railroad Company did not within the time or manner required by said act of Congress of March 3, 1871, nor at all, construct or complete any railroad or telegraph line,

in whole or in part, within the State of California, nor within the Territory of Arizona, and that on the 28th of February, 1885, all lands and rights to lands granted to and conferred upon said Texas Pacific Railroad Company, and situated within the State of California and Territory of Arizona, were forfeited and resumed to the United States, and said lands were restored to the public domain by the act of Congress, approved February 28, 1885 (see 23 U. S. Statutes, 337), and to which said act your orators refer.

VII.

Your orators further show unto the Court and allege that all of the tracts of land above described were granted by Congress to said Texas Pacific Railroad Company by said act of Congress making said grant to said company, and from the date of said grant to said company as aforesaid until said lands and rights to lands were forfeited as aforesaid, said company claimed to own said lands, and had a prospective as well as a present right to said lands; and during all of that time said lands were reserved by the United States for the benefit of said Texas Pacific Railroad Company as against all claims of defendant Southern Pacific Railroad Company.

VIII.

Your orators further allege that prior to the date of said grant of March 3, 1871, a large part of the sections of land designated by odd numbers within the twenty miles and primary limits of the grant of said Texas Pacific Railroad Company had been sold, reserved and otherwise appropriated, and pre-emption and homestead claims had attached thereto.

IX.

Your orators further allege that said line of said Texas Pacific Railroad Company was located so near the boundary line of Mexico that there were not sufficient lands in California within the granted limits to satisfy such grant, but on the contrary, by reason of the facts aforesaid, said Texas Pacific Railroad Company, upon the filing and approval of said map, became invested with a present as well as a valuable prospective right to all said odd-numbered sections of land in California within forty miles of said line of route, and on both sides thereof, so far as such lands were located within said State of California.

X.

Your orators are informed and believe that the defendants herein claim that a line of railroad and telegraph from Tehachapi Pass, by way of Los Angeles, to the Colorado river, has been constructed by the Southern Pacific Railroad Company within the time and in the manner provided by said act of Congress of March 3, 1871, above referred to, and that said company did accept said grant and the terms and conditions thereof, and did, in the year 1874, designate its line by a plat thereof, which it filed in the office of the commissioner of the general landoffice on that date, within the time and manner provided by said act, and the defendants claim that the lands above described were granted to said company by said act, and defendants further claim that commissioners, appointed by the President of the United States, have reported that said railroad was constructed in all respects in compliance with said act; but your orators al-

lege that all of said claims and pretenses are false and unfounded; and your orators show that said Southern Pacific Railroad Company named in said act of Congress of March 3, 1871, has not located or constructed any railroad or telegraph line, or any portion thereof, between the points named in section 23 of said act of March 3, 1871, within the time or manner provided by said act, or at all, nor has any connection ever been made with said Texas Pacific Railroad at or near the Colorado river, or at any other point.

XI.

And your orators further allege that none of said lands were granted to said Southern Pacific Railroad Company by said act of March 3, 1871, and that said lands were not included in any grant to said company or to the defendants herein, or either of them, and that said lands were not of the category or of the character of lands described in said act of March 3, 1871, to be granted to the company therein named; but, on the contrary, they were lands reserved and otherwise claimed, and said lands are still owned by the United States.

XII.

Your orators further allege that on March 3, 1871, the Southern Pacific Railroad Company named in said act of Congress of that date was not authorized by its charter to construct or operate the line of railroad from Tehachapi Pass, by way of Los Angeles to the Colorado river, and thereafter and before any part of any railroad or telegraph line was constructed between the points named in said act of March 3, 1871, and on August 12,

1873, said Southern Pacific Railroad Company did, without any authority from the United States or from the Congress of the United States, enter into certain articles of incorporation and consolidation with the Southern Pacific Branch Railroad Company, a corporation, thereby creating a new corporation and taking new powers under such new charter from the State of California, and thereby surrendering to the United States all the grants, rights, franchises and privileges theretofore conferred upon the first said Southern Pacific Railroad Company.

XIII.

And your orators further allege that in the year 1874, and before any part of the railroad between the points named in said act of Congress of March 3, 1871, had been constructed or completed, said Southern Pacific Railroad Company, created by said articles of incorporation and consolidation, on August 12, 1873, consolidated with other railroad companies, corporations, creating another and new corporation without any authority from the United States or from the Congress of the United States, and taking its new charter from the State of California, and thereby surrendering to the United States all the franchises, grants, rights and privileges, if any then remained, which had been conferred by the Congress of the United States under said act of Congress of March 3, 1871.

XIV.

Your orators further allege that the defendants herein, and each of them, claim some interest in the said lands under and by virtue of the said act of March 3, 1871, and not otherwise. The nature and extent of such claims are

unknown to your orators, but your orators allege that such claims are not based upon any legal or equitable right to such lands or any thereof.

Your orators further show that said adverse claims of said defendants hinder and embarrass your orators, and prevent the department of the interior from selling and otherwise disposing of said lands under the laws of the United States.

XV.

Your orators further allege that defendants herein, while claiming and pretending to own some interest in said lands, are now unlawfully removing from said lands wood, timber, minerals and other valuable deposits, and unlawfully threatening to chop down other trees on said land, and remove other minerals and valuable deposits thereon, and unless enjoined will do so, to the great and irreparable injury of your orators.

XVI.

Your orators further allege that the amount in controversy in this suit, exclusive of interest and costs, exceeds the sum or value of five thousand (5,000) dollars.

In tender consideration whereof, and forasmuch as your orators are remediless at and by the strict rules of the common law, and can only be relieved in a court of equity, your orators pray that their title to said land may be quieted, and that the defendants, and each of them, be forever enjoined from asserting or claiming any right or title thereto adverse to your orators, and that the defendants be forever enjoined from chopping down or carrying away any wood, trees or timber upon said land,

and from removing any minerals or other valuable deposits thereon; and your orators pray for such other and further relief as the Court may deem equitable, and for costs of this suit.

Your orators further pray that their rights and title to all said lands in California embraced within the sections of land designated by odd numbers within forty miles of the line of route of said Texas Pacific Railroad Company as shown by the said map filed by said company and on file in the general landoffice, and on both sides of such line, may be quieted, and that the plaintiffs be decreed to be the absolute owners thereof by title in fee simple, and that the defendants be perpetually enjoined from having or claiming any right, title or interest in or to said lands from, through or under said acts of Congress, approved July 27, 1866, or March 3, 1871, or joint resolution of Congress, approved June 28, 1870 (volume 16, U. S. Statutes, page 382), or any other act of Congress named or to be named in this bill.

May it please your Honors to grant unto your orators a writ of subpoena issuing out of and under the seal of this honorable Court, to be directed to the above-named defendants, the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, trustees, the Central Trust Company of New York, the Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company, commanding them on a certain day, and under a certain penalty therein to be inserted, to be and appear before your Honors, and then and there to answer the premises, and further to stand to and abide such or-

der and decree therein as shall be agreeable to equity and to good conscience, and your orators will ever pray.

Your orators expressly waive answer under oath by the defendants and each of them.

GEORGE J. DENIS,
United States Attorney, Southern District of California.

JOSEPH H. CALL,
Special Asst. Atty. and of Counsel for Compls.

[Endorsed]: No. 587. Circuit Court of the United States, Southern District of California. The United States, Plaintiff, vs. The Southern Pacific Railroad Company et al., Defendants. Amended bill. Filed Oct. 11, 1894. Wm. M. Van Dyke, Clerk. George J. Denis, Joseph H. Call, for Compl.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

IN EQUITY.

UNITED STATES OF AMERICA,
Plaintiff,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, SOUTHERN PACIFIC COMPANY OF KENTUCKY, and THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.

No. 587.

Answer to Bill of Complaint.

The joint and several answers of the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, trustees, Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company to the amended bill of the United States, plaintiffs. These defendants respectively, now and at all times saving to themselves all and all manner of benefit and advantage of exception or otherwise that can be had or may be taken to the many errors, uncertainties and imperfections in the said bill of complaint contained, for answer thereto, or so much

thereof as these defendants are advised that it is material or necessary for them to make answer to, severally answering, say:

I.

These defendants admit that all the lands described in subdivision 1 of plaintiff's amended bill of complaint were acquired by the United States of America from Mexico in the year 1846, the title to which was confirmed to the plaintiffs by the treaty of Guadalupe Hidalgo in the year 1848, but these defendants deny that these lands ever since have been or now are the property of the United States by title in fee simple or by any title or at all, and furthermore deny that at all the times named in the plaintiff's bill of complaint, or at any of the times mentioned therein, subsequent to March 3, 1871, the United States were or still are the owners or the possessors thereof.

The defendants admit that the title to said lands and all thereof was in the United States, the plaintiffs herein, until March 3, 1871, but these defendants deny that any of said lands are or at any time since March 3, 1871, have been the property of the United States, by title in fee or at all, or that the United States are, or at any time since March 3, 1871, have been in the possession of any of the said lands.

These defendants furthermore deny that any of the lands involved in this cause or as set forth in plaintiff's bill of complaint are situated within 40 miles or any number of miles off or from the line of route, or any line of route, of the Texas and Pacific Railroad Company mentioned in any part of said bill of complaint, or on

both sides of the line thereof, or as shown by the map of said company, or any map of said company purporting to locate its line in California or now on file in the general landoffice, or filed therein on the day of , 1871, or at any other time, but these defendants deny that any limits of the Texas and Pacific Railroad Company were ever located or established in the State of California; they furthermore deny that the line of route of the Texas and Pacific Railroad Company, or both sides thereof, were ever established or located in the State of California, or with reference to any lands therein. These defendants furthermore deny that there is any map of said Texas and Pacific Railroad Company locating its line in California now on file in the general landoffice or any other department of the interior. And they furthermore deny that any map in any wise locating the line of the Texas and Pacific Railroad Company was filed in the general landoffice or in any department of the interior on the day of , 1871, or upon any other date. These defendants admit that all of the lands in controversy are within the Southern District of California.

II.

These defendants admit that by an act of Congress, approved July 27, 1866, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific Coast," Congress incorporated the Atlantic and Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large quantity of public lands; but they aver that such grant was sub-

ject to the conditions and limitations in said act mentioned, to which said act of Congress reference is hereby made (U. S. Stats., Vol. 14, page 292), and these defendants refer to the whole of said act of Congress.

The said defendants aver that the Southern Pacific Railroad Company, one of the defendants herein, is a corporation organized and existing under and by virtue of the laws of the State of California as hereinafter stated, and is a resident and inhabitant of the Northern District of said State, and a citizen thereof.

The said defendants deny that by section 18 of said act of Congress the United States or Congress agreed to make a grant of lands to the said Southern Pacific Railroad Company upon the same terms, conditions and limitations as were granted to the said Atlantic and Pacific Railroad Company, or upon the condition that the Southern Pacific Railroad Company would make connection with said Atlantic and Pacific Railroad Company. On the contrary, said defendants allege that by section 18 of said act of Congress of July 27, 1866, Congress authorized the Southern Pacific Railroad Company to connect with the said Atlantic and Pacific Railroad Company at such point near the boundary line of the State of California as the Southern Pacific Railroad Company should deem most suitable for a railroad line to San Francisco, and did in direct terms make a grant of lands in the State of California to the Southern Pacific Railroad Company, and subject to the conditions and limitations therein provided.

III.

Said defendants admit that by the act of Congress, approved March 3, 1871, entitled. "An act to incorporate the Texas and Pacific Railroad Company, and to aid in the construction of its line and other purposes" (U. S. Stats., Vol. 16, pages 573-579), Congress incorporated the Texas Pacific Railroad Company, and granted to said company to aid in the construction of said railroad a large quantity of public lands, but said defendants deny that said grant ever attached to or affected any lands within the state of California, and they aver that such grant was made subject to the conditions and limitations in the said act last mentioned, to which said act of Congress reference is hereby made, and these defendants refer to the whole of said act of Congress.

Said defendants deny that said Texas Pacific Railroad Company duly, or in any wise, accepted said grant or the terms and conditions thereof.

Said defendants deny that the said Texas Pacific Railroad Company did within the time required, or in any manner or at all, designate upon the plats or maps, or upon a plat or map, the whole of its line or any part of its line of route under said act of Congress from Marshall, Texas, by way of the points and places named in said act, to San Diego, California, or to Ship's Channel in the bay of San Diego, or between any points on the earth's surface, in the time and manner provided in said act, or in any manner or time, or under any act of Congress, or at all. These defendants furthermore deny that the Texas Pacific Railroad Company on or about October 15, 1871, or upon any date, did file such plat in the

office of the commissioner of the general landoffice, and furthermore deny that such plats or maps, or any plat or map, was approved by the secretary of the interior at that time or at any time. These defendants furthermore deny that such plat as set forth in the plaintiff's bill of complaint, or any plat ever filed by the Texas Pacific Railroad Company, has ever since, or covering any period of time, or at all, been treated by the secretary of the interior, or said officer, or any officer of the interior department as a sufficient or valid location for said railroad, or as any location for said railroads. These defendants furthermore deny that upon the filing of such map in the office of the secretary of the interior, or in the office of any department of the interior, or upon the filing of any map by the Texas Pacific Railroad Company in the office of the secretary of the interior, or in any office of the interior department, the United States withdrew from market or reserved all odd-numbered sections of land in California within sixty miles of the boundary line of Mexico, or reserved any number of odd-numbered sections of land in California within any number of miles of the boundary line of Mexico or at all, or including the lands above described, and furthermore deny that the lands above described are within the limits of said grant or of any grant to said Texas Pacific Railroad Company. These defendants furthermore deny that in pursuance of orders of the secretary of the interior or of the commissioner of the general landoffice, said withdrawal or reservation of said lands, or any withdrawal or reservation of said lands, was made of record in the general landoffice or in the United States district landoffices in California

for the benefit of the Texas Pacific Railroad Company. And these defendants deny that any of the lands described in the plaintiff's amended bill were granted to the Texas Pacific Railroad Company by the act of March 3, 1871, or that any of said lands are within the limits of any land grants made to the said company, or that said company at any time claimed to own or had either a present or prospective right to said lands or any thereof.

These defendants allege that on October 15, 1871, the Texas Pacific Railroad Company filed a plat in the office of the commissioner of the general landoffice, purporting to be a map of the general route of a line of railroad from El Paso to San Diego. That the said plat was a pretense and fraud, prepared and filed for the purpose of deceiving and imposing upon the Government of the United States, and inducing the officers thereof to receive and accept the same as a true and sincere map of the general route of the entire railroad from Marshall, in Texas, to San Diego, in California; and for the purpose of inducing the said officers to believe that the Texas Pacific Railroad Company had, sincerely and in fact, established a general route of the railroad which it was authorized by the said act to construct, and had duly designated the same. That in fact the said map did not show a line of route which the Texas Pacific Railroad Company was authorized by the said act to construct, nor a line of route which had been in any wise established or designated by the said act, nor did the railroad line shown upon the said map extend along the most direct and eligible route, nor along a practical route for a railroad; but in fact no knowledge of the characteristics of the

country had been obtained and no surveys had been made to ascertain, mark or designate the general or other route of the said railroad in California, and the railroad line shown upon the said map was a mere fancied sketch, not drawn from any surveys, in pursuance of any actual designation of a route, nor delineated from a knowledge of the country through which the said map made it appear to pass. That the railroad line shown upon the said map is along a route in California, which the physical features and topography, and other natural objects of the country, make impracticable, and in places impossible, to locate or construct a railroad upon.

IV.

And these defendants further aver that on March 3, 1871, all the lands described in the plaintiff's amended bill were vacant and unappropriated public lands, to which the United States had full title.

That by section 23 of said act of Congress, approved March 3, 1871, the defendant the Southern Pacific Railroad Company was authorized to construct a railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to a point on the Colorado river at or near the southeastern boundary of the State of California, along such line as the said company should adopt, and to aid in the construction thereof the said section 23 made a grant of lands to the Southern Pacific Railroad Company to the amount of 10 odd-numbered sections per mile on each side of the line of railroad which it should adopt.

That in April, 1871, the defendant the Southern Pacific Railroad Company filed in the office of the secretary of

the interior its acceptance of the terms, conditions and impositions of the said act of March 3, 1871, which acceptance was in writing, under the corporate seal of said company, and was duly executed in pursuance of the direction of its board of directors theretofore made; that prior to April 3, 1871, the said Southern Pacific Railroad Company duly established the general route of the entire railroad which it was authorized by the said act of March 3, 1871, to construct, and on the said date filed in the office of the commissioner of the general landoffice a plat or map, designating the general line of said railroad from Tehachapi Pass, by way of Los Angeles to Yuma, which map was thereupon duly accepted and approved by the commissioner of the general landoffice, and the secretary of the interior, and on April 21, 1871, the said officers withdrew all odd-numbered sections within thirty miles of the railroad line shown upon the said plat from pre-emption and homestead entry, sales, and other dispositions by the United States, and including the lands in controversy, and all of said lands which lie within thirty miles of said railroad line have remained so withdrawn and reserved from pre-emption and homestead entry, sales or other dispositions continuously since April 21, 1871, and down to the present time.

That the said company commenced the construction of its said railroad in 1871, and prior to December 28, 1877, definitely located and constructed its entire line from Tehachapi Pass by way of Los Angeles to Yuma along the line of route designated by its said plat filed April 3, 1871, and all of said railroad was so completed in a good, substantial and workmanlike manner, and in all respects as required by the said act.

That the said railroad was completed in five several sections, and plats showing the line thereof as the same was definitely located and constructed were filed in the general landoffice and the interior department at various different dates after the year 1871, and prior to December 28, 1877, each and all of which plats were accepted and approved by the commissioner of the general landoffice and secretary of the interior.

The said defendants further allege that the surveyed definite location and construction of the said road were upon the general line as located on April 3, 1871, as aforesaid, and between the points mentioned in the said act of Congress of March 3, 1871; that commissioners, duly appointed by the President of the United States for that purpose, examined the said railroad as it was completed in sections, and prior to December 28, 1877, duly reported to the President of the United States that all of said railroad had been completed in a good, substantial and workmanlike manner, and in all respects as required by the said act.

That the said Southern Pacific Railroad Company is, and for a long time prior to the commencement of this suit was, entitled to have patents issued by the government of the United States to it for all lands granted to it as aforesaid within thirty miles on each side of its said railroad.

V.

Answering paragraph 6 of the plaintiff's amended bill of complaint, the said defendants admit that by the act of Congress of February 28, 1885, all the right of the Texas Pacific Railroad Company, and rights to lands

situated within the State of California and the territory of Arizona, were forfeited and resumed to the United States, but they deny that any lands or any rights to lands in controversy were ever granted to the Texas Pacific Railroad Company, or were ever forfeited or resumed or restored to the public domain by any act of forfeiture or by said act of forfeiture. They admit and aver that no part of said Texas Pacific Railroad had at the time of said act of forfeiture, or has at any time since, been constructed in the State of California.

Answering paragraph 7 of plaintiff's amended bill of complaint, the said defendants deny that all of the tracts of land described in said bill of complaint or any thereof were granted by Congress to said Texas Pacific Railroad Company by said act of Congress of March 3, 1871, and these defendants furthermore deny that from the date of said act of Congress of March 3, 1871, or the date of said grant to said company, or from the date of any grant to said company, or until said lands or the rights to said lands were forfeited by said act of forfeiture of February 28, 1885, said company claimed to own said lands, or had a prospective as well as a present right to said lands. These defendants deny that the said Texas Pacific Railroad Company ever claimed to own the lands involved in this controversy, or the lands set forth in the plaintiff's amended bill of complaint. These defendants deny that the said Texas Pacific Railroad Company had a prospective or a present right to said lands; and furthermore deny that during all of said time said lands were reserved by the United States for the benefit of the Texas Pacific Railroad Company as

against all claims of the defendant the Southern Pacific Railroad Company. The said defendants deny that said lands were ever reserved by the United States for the benefit of said Texas Pacific Railroad Company, or as against any or all claims made by the defendant the Southern Pacific Railroad Company. On the contrary, these defendants allege that said lands were duly withdrawn and reserved for the benefit of the defendant the Southern Pacific Railroad Company as hereinbefore set forth, and ever since have been so withdrawn and reserved.

VI.

Answering paragraph 8 of plaintiff's amended bill of complaint, the said defendants deny that prior to March 3, 1871, a large part or any part of the sections of land designated by odd numbers within the 20 miles, or primary limit of the grant of said Texas Pacific Railroad Company had been sold or reserved or otherwise appropriated or pre-empted, or that homestead claims had attached thereto; the said defendants deny that there ever were any primary limits of the Texas Pacific Railroad Company in the State of California.

These defendants, answering paragraph 9 of plaintiff's amended bill of complaint, deny that the said line of said Texas Pacific Railroad Company or any line of said Texas Pacific Railroad Company was located so near the boundary line of Mexico that there were not sufficient lands in California within the granted limits to satisfy such grant. These defendants deny that any line of the Texas Pacific Railroad Company was ever located with reference to any lands in the State of California so as to es-

tablish the granted limits of the Texas Pacific Railroad Company in the State of California. The said defendants deny that by reason of the facts aforesaid, or by reason of any facts, the Texas Pacific Railroad Company, upon the filing and approval of said map or any map, became invested with a present as well as a valuable prospective right to all of said odd-numbered sections of land within the State of California within forty miles of said line of route, or on both sides thereof, or within any number of miles of the said line of route, or at all, or so far as the lands were located within said State of California. The said defendants deny that the Texas Pacific Railroad Company ever became invested with a present or with a valuable prospective right or any kind of a prospective right to any odd-numbered sections of land within the State of California, or upon the filing or approval of any map in the interior department, or any office thereof, or at all.

VII.

The defendants admit that they make the claims as are set forth in subdivision 10 of plaintiff's amended bill of complaint, except that the Southern Pacific Railroad Company designated the line and filed the plat therein mentioned in the year 1871, instead of the year 1874, but they deny that such claims in whole or in part are a pretense, false or unfounded, and aver that said claims are in each and every particular sincere and true, well-founded and valid.

VIII.

These defendants deny that none of said lands were granted to said Southern Pacific Railroad Company or

any of the other defendants by the said act of March 3, 1871, or that said lands are not of the category, or of the character of the lands described in said act of March 3, 1871, to be granted to the company therein named, and deny that said lands were lands reserved or otherwise claimed, or are still owned by the United States; on the contrary, said defendants allege that the lands were granted by the said act of Congress of March 3, 1871, to the said defendant the Southern Pacific Railroad Company, and were earned by the said defendant the Southern Pacific Railroad Company, by the construction of its road within the time and the manner as required by law, and as hereinbefore stated. The defendants further deny that their claim or claims to said land hinder or embarrass plaintiffs, or prevent the department of the interior from selling or otherwise disposing of said lands or any part thereof; on the contrary, the defendants allege that the plaintiffs have no right, title or interest whatsoever in or to said lands, or any part thereof; that all of said lands were granted to and are owned by these defendants as is hereinbefore particularly set forth; and that the department of the interior has no authority or power to sell or in any wise to dispose of said lands.

IX.

Answering paragraph 12 of the plaintiff's amended complaint, the defendants deny the same and all thereof.

Furthermore, said defendants allege that on or about the 2nd day of December, 1865, a corporation was organized under the laws of the State of California, under the corporate name and style of the Southern Pacific Rail-

road Company, and under a general law of said State, approved May 20, 1861, entitled, "An act to provide for the incorporation of railroad companies and the management of the affairs thereof, and other matters relating thereto," which act is printed in the Statutes of California, 1861, p. 601, and prays to refer thereto; that said corporation was formed for the purpose and with the corporate power as stated in the articles of incorporation of constructing, owning and maintaining a railroad from some point on the bay of San Francisco in the State of California, and to pass through the counties of Santa Clara, Monterey, San Luis Obispo, Tulare, Los Angeles and San Diego to the town of San Diego in said State; thence eastward through said county of San Diego to the eastern line of the State of California, there to connect with a contemplated railroad to the Mississippi river; and they refer to said articles of incorporation for the precise contents, purport and effect thereof.

The defendants furthermore allege that on or about the 11th day of October, A. D. 1870, under and by virtue of the general laws of the State of California, on that behalf, the said Southern Pacific Railroad Company, the San Francisco & San Jose Railroad Company, the Santa Clara & Pajaro Valley Railroad Company, corporations organized and existing under the laws of California, entered into articles of consolidation and amalgamation, consolidating and amalgamating their capital stocks, debts, property, assets and franchises, under the name of the Southern Pacific Railroad Company in the manner provided by the laws of California, and such articles were signed, published and filed as provided by the laws

of California, and they pray leave to refer to such articles of consolidation and amalgamation material to any purposes of this suit and to the laws of California, authorizing the same, and to the laws of California affecting the corporations aforesaid, or any of them, and to the amendatory articles of the Southern Pacific Railroad Company filed.

The defendants furthermore allege that on or about the 12th day of August, 1873, under and by virtue of the laws of the State of California, on that behalf, the said Southern Pacific Railroad as it existed after the said consolidation and amalgamation of 1870, and composed of the consolidated and amalgamated companies above referred to, and the Southern Pacific Branch Railroad Company, a corporation organized and then existing under the laws of California, formed for the purpose and with the corporate powers stated in its articles of incorporation of constructing, owning and maintaining a railroad within the State of California, did consolidate and amalgamate their capital stock, debts, property, assets and franchises under the name and style of the Southern Pacific Railroad Company, and entered into articles of consolidation and amalgamation, which said articles were duly signed, published and filed as required by the laws of California, and they pray leave to refer to such articles so far as material to this suit, and to the laws of California, authorizing the same. They aver that such consolidation and amalgamation, and such articles of consolidation and amalgamation were real and not pretended; they deny that said articles of incorporation and consolidation were entered into without any authority from the

United States or from the Congress of the United States, and they deny that by such articles of agreement of consolidation and amalgamation, or by any consolidation and amalgamation, a new capital stock, or a new or different corporation was created or purported to be created, but they aver that the corporation thereafter existing was a consolidation and amalgamation of the theretofore existing corporations, and not a newly created corporation. As to the contents, purport and effect of the articles of incorporation of the consolidated companies, they pray leave to refer to the same if in any wise material to this suit; and they pray leave to refer to the laws of the State of California as existing prior to 1873, authorizing the consolidation and amalgamation of railroad companies incorporated under the laws of the State. The defendants furthermore deny that by said articles of incorporation and amalgamation, the defendant the Southern Pacific Railroad Company surrendered to the United States all or any of the grants, rights, franchises, or privileges theretofore conferred upon it, or upon the Southern Pacific Railroad Company as it existed prior thereto.

X.

Answering paragraph XIII of the plaintiff's amended bill of complaint, the defendants deny each and all thereof, and allege that on or about the day of , 1874, under and by virtue of the laws of the State of California on that behalf, the said Southern Pacific Railroad Company, as it existed after the said consolidation and amalgamation of 1873, and composed of the consolidating and amalgamating companies above referred to, did

consolidate and amalgamate its capital stock, its property and assets and franchises, under the name and style of the Southern Pacific Railroad Company, and entered into articles of consolidation and amalgamation, and that said articles were duly signed, published, and filed as required by the laws of the State of California. They pray leave to refer to said articles so far as material to this suit, and to the laws of California authorizing the same. They aver that such consolidation and amalgamation, and such articles of consolidation and amalgamation, were real and not pretended, they deny that said articles of incorporation and consolidation were entered into without any authority from the United States or from the Congress of the United States, and they deny that by such articles of agreement of consolidation and amalgamation, or by any consolidation and amalgamation, a new capital stock or a new or different corporation was created, or purported to be created, but they aver that the corporation thereafter existing was a consolidation and amalgamation of the theretofore existing corporations, and not a newly-created corporation. As to the contents, purport and effect of the articles of incorporation of the consolidated companies, they pray leave to refer to the same, if anywise material to this suit, and they pray leave to refer to the laws of the State of California, as existing prior to 1873, authorizing the consolidation and amalgamation of railroad companies, incorporated under the laws of the State. The defendants furthermore deny that by said articles of incorporation and amalgamation, the defendant the Southern Pacific Railroad Company surrendered to the United States all or

any of the grants, rights, franchises, or privileges theretofore conferred upon it, or upon the Southern Pacific Railroad Company as it existed prior thereto.

These defendants deny that such articles of consolidation and amalgamation were illegal, or void or unauthorized, or prohibited by the laws of the State of California, or were unauthorized or prohibited by the laws of the United States, or were entered into without authority from the Congress of the United States, or without other competent authority, but, on the contrary, they allege that the consolidation and amalgamation of said railroad companies were made in conformity with the laws of the State of California, whose action in that behalf was fully authorized and recognized by the Congress of the United States, and that such amalgamation and consolidation were and are in all respects valid.

XI.

Answering paragraph XIV of the plaintiff's amended bill of complaint, these defendants admit that they, and each of them, claim some interest in the said lands, but allege that the nature and extent of such claims are well known to the plaintiffs. Said defendants deny that such claims are not based upon any legal or equitable rights to said lands or any thereof; on the contrary, they allege that said claims are well founded in law and in equity, and have been recognized and approved by the plaintiff for a period of more than twenty years last past and prior to the commencement of this suit; the defendants deny that their claims hinder or embarrass the plaintiff in any wise, or prevent the department of the interior

from selling or otherwise disposing of said lands or any lands under the laws of the United States, and furthermore allege that the department of the interior has and could have no right of any nature or authority to sell or dispose of said lands under the laws of the United States.

XII.

The said defendants allege that the defendants D. O. Mills and Gerrit L. Lansing, trustees, claim to be and are trustees of certain mortgages to secure the payment of certain negotiable bonds, and claim that such bonds have been sold, issued, and delivered to various persons for value, and without notice of any claims or ownership of the complainant to said lands, and they deny that such claims are unfounded, or are not based upon any legal or equitable right to such lands, but, on the contrary, allege that such claims are well founded and valid.

And these defendants, further answering, say that heretofore, and on or about the 1st day of April, 1875, the Southern Pacific Railroad Company executed to the defendant D. O. Mills and one Lloyd Tevis a mortgage bearing date of that day, and covering all the lands described in plaintiff's amended complaint, to secure the proposed issue of negotiable mortgage bonds of said Southern Pacific Railroad Company therein referred to, a copy of which mortgage is filed herewith, and marked Defendant's Exhibit "A," and pray to be taken as a part of this answer; that negotiable mortgage bonds, to very large amounts, were from time to time, between said first day of April, 1875, and October first, 1888, duly issued thereunder and sold to and purchased by the public

in good faith, and for full and valuable consideration, and that of such bonds there are now outstanding in the hands of bona fide holders thereof, for value, bonds to the amount of their par value of $31,293,500; that said Gerrit L. Lansing, named as defendant in this suit, has been duly substituted a mortgage trustee thereunder in place and stead of said Lloyd Tevis, named as trustee in said original mortgage.

XIII.

The defendants further allege that heretofore, and on or about the twenty-fifth day of August, 1888, and before the institution of this suit, the said Southern Pacific Railroad Company executed to the Central Trust Company of New York, a corporation created, organized, and existing under and by virtue of the laws of the State of New York, and one of the defendants named in said bill, a further mortgage or deed of trust, covering all the lands described in plaintiff's amended complaint herein, bearing date on said twenty-fifth day of August, 1888, to secure a proposed issue of negotiable mortgage bonds of said Southern Pacific Railroad Company therein referred to, a copy of which mortgage is filed herewith, and marked Exhibit "B," and prayed to be taken as a part of this answer; that negotiable mortgage bonds, to large amounts, were from time to time subsequent to said twenty-fifth day of August, 1888, and prior to the commencement of this suit, duly issued thereunder and sold to and purchased by the public, in good faith and for full value, and valuable consideration, and that of such bonds so issued, prior to the institution of this suit, bonds to the amount of upward

of $10,497,000 are now outstanding in the hands of bona fide holders thereof for value.

XIV.

The defendants further allege that being required so to do by the United States, that said Southern Pacific Railroad Company has from time to time paid all the fees and charges to the United States, upon and in respect to the lands in controversy and their survey, and as demanded by the United States; no part of which has been repaid by the United States.

Answering paragraph XV of the plaintiff's amended bill of complaint, the defendants deny that the defendants are unlawfully removing from any of the lands in suit or from said lands any wood or timber or minerals or other valuable deposits, or are unlawfully threatening to chop down other trees or any trees on said lands, or unlawfully to remove other mineral or valuable deposits thereon, and deny that, unless enjoined, will do so in any manner or at all, or to the great or irreparable injury of the plaintiff.

The said defendants allege that the Colorado River Irrigation Company is a corporation duly organized and existing under and by virtue of the laws of the State of Colorado and is a resident and inhabitant of the district thereof; that on December 8, 1893, the Colorado River Irrigation Company, without notice or knowledge that the plaintiff had or claimed any right to or interest in any of the lands described in the plaintiff's amended bill, purchased from the defendant the Southern Pacific Railroad

Company, for a valuable consideration, all of the said lands described as follows: Bounded on the south by the international line separating California from Mexico, on the north by the railroad station at India, on the east and west by the east and west branches of the canals of the said Colorado River Irrigation Company as finally surveyed. And the said Colorado River Irrigation Company claims to be the owner of all the said lands under said contract of purchase.

And these defendants say that the defendant the Southern Pacific Company is a corporation, duly organized and existing by and in virtue of the laws of the State of Kentucky, but that the Southern Pacific Company has no claim or interest in any of the lands described in the plaintiff's amended bill.

And these defendants deny that their said claim is not, or any of their claims are not, based upon any legal or equitable right to the lands described in the plaintiff's amended bill, and herein say that the claim of each and all of the defendants is well founded and valid.

These defendants furthermore allege that they and each of them are not residents or inhabitants of the Southern District of California, and that none of the defendants in this action are residents of or inhabitants of the Southern District of California. On the contrary, the defendant the Southern Pacific Railroad Company is a resident and inhabitant of the Northern District of California, the defendant D. O. Mills is a resident and inhabitant of the State of New York and of the Southern District of New York, the defendant Gerrit L. Lansing is a resident and

inhabitant of the Northern District of California, the defendant the Southern Pacific Company is a corporation organized, created, and existing under and by virtue of the laws and the statutes of the State of Kentucky, and is a resident and inhabitant of the District of Kentucky, and that defendant the Colorado River Irrigation Company is a corporation created, organized, and existing under and by virtue of the laws of the State of Colorado, and is a resident and inhabitant of the District of Colorado.

These defendants, and each of them, herewith reiterate their pleas to the jurisdiction of this Court heretofore entered and against said jurisdiction.

And these defendants deny all and all manner of matter, cause, or thing in the plaintiff's bill of complaint contained, material or necessary for these defendants to make answer to, and not herein well and sufficiently answered, confessed, traversed and avoided or denied, is true to the knowledge or belief of any of the defendants. All of which matters and things these defendants are ready and willing to aver, maintain, and prove, as this Honorable Court may direct, and these defendants pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

JOSEPH D. REDDING,
Solicitor for Defendants.

WM. F. HERRIN,
WM. SINGER, Jr.,
Of counsel.

[Endorsed]: No. 587. Circuit Court of the United States, Ninth Circuit, Southern District of California. United States of America, Plaintiff, vs. Southern Pacific Railroad Co. et al., Defendants. Answer. Service of the within answer is hereby admitted this 31st day of Dec. A. D. 1894. Joseph H. Call, Attorney for Complainant. Filed Dec. 31, 1894. Wm. M. Van Dyke, Clerk.

In the United States Circuit Court, Southern District of California, Ninth Circuit.

UNITED STATES OF AMERICA, Complainant,
vs.
SOUTHERN PACIFIC RAILROAD COMPANY and Others, Defendants.
No. 587.

Replication of the United States to the Answer of Defendants.

This replicant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, saith that he will aver and prove his said bill to be true, certain and sufficient in the law to be answered unto; and that the said answer of the said defend-

ants is uncertain, untrue, and insufficient to be replied unto by this replicant without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this replicant is, and will be, ready to aver and prove as this Honorable Court shall direct, and humbly prays, as in and by his said bill he hath already prayed.

JOSEPH H. CALL,

Special Asst. U. S. Atty., and of Counsel for Complainant.

[Endorsed]: No. 587. In the U. S. Circuit Court, Southern District of California. United States of America, Complainant, vs. Southern Pacific Railroad Co. et al., Defendants. Received a copy this 11th of Jan., 1895. J. D. Redding, by Bicknell & Trask, Solicitor for Said Defendant. Filed Jan. 11, 1895. Wm. M. Van Dyke, Clerk. Joseph H. Call, Special Asst. U. S. Atty.

UNITED STATES
vs.
S. P. R. R. Co., et al.
} No. 587.

(4-83-250.)

Exhibit "A" to Defendants' Answer (Trust Mortgage).

(S. P. R. R. Co to D. O. Mills et al.)

Date. This indenture made and entered into this first day of April, A. D. 1875, by and between the Southern Pacific Railroad Company, a railroad corporation, duly incorporated and organized under and in pursuance of the laws of the State of California, party of the first part, Trustees. and D. O. Mills and Lloyd Tevis, of the city and county of San Francisco, California, parties of the second part, witnesseth: That

Purpose of Mortgage. Whereas, the said party of the first part desires to complete the construction and equipment of its railroad and telegraph lines in the State of California, running from the city of San Francisco in a southerly and southeasterly direction by way of Carnadero Junction, Salinas Valley and Polonio Pass to the Colorado river, at or near the "Needles"; also from Carnadero Junction to San Benito; also from Los Gatos creek via Goshen, to the junction Route of railroad. with the first-mentioned line between Poso creek and Kern river; also from the junction near Tehachapi Pass via Los Angeles to the

Texas Pacific Railroad near Fort Yuma; and also from Los Angeles to Wilmington on San Pedro Bay, aggregating eleven hundred and fifty miles of railroad and telegraph line, and to cancel its present bonded indebtedness for construction secured by a mortgage heretofore made and bearing date November first, eighteen hundred and seventy, and to that end intends and is about to issue its first mortgage bonds upon said railroad and telegraph line, and its rolling stock, fixtures, and franchises, and also upon the lands granted to it by Congress, by the act of Congress entitled, "An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific Coast," approved July twenty-seventh, eighteen hundred and sixty-six, and the act entitled, "An act to incorporate the Texas Pacific Railroad Company, and to aid in the construction of its road, and for other purposes," approved March third, eighteen hundred and seventy-one, not sold or otherwise disposed of prior to the execution of this mortgage, aggregating as near as can be estimated eleven millions of acres; and

Property Mortgaged includes land grants.

Whereas, heretofore, to wit, on the nineteenth day of December, A. D. eighteen hundred and seventy-four, the board of directors of said company, pursuant to the statute of the State of California, in such cases made and

provided, at a meeting of said board, at which all the members thereof were present, did, by a resolution to that effect, which was unanimously adopted and passed, determine and direct that first mortgage bonds upon said railroad and telegraph line, its rolling stock, fixtures and franchises, and upon said hereinbefore described lands, to the number of forty-eight thousand (forty-four thousand of which shall be for one thousand dollars each, and four thousand of which shall be for the sum of five hundred dollars each), in seven series to be designated by the letters of the alphabet, commencing with the letter "A," and followed by the succeeding letters in regular order to the letter "G," both inclusive, be prepared, executed and issued by the president and secretary of said company. Series "A" to consist of thirteen thousand bonds for one thousand dollars each, numbered from one to thirteen thousand, both inclusive, and four thousand bonds for five hundred dollars each, numbered from thirteen thousand and one to seventeen thousand, both inclusive. Series "B" to "F," both inclusive, consisting each of five thousand bonds, for one thousand dollars each, numbered from seventeen thousand and one to forty-two thousand, both inclusive, and series "G," consisting of six thousand bonds for one thousand dollars each, numbered from forty-two thousand and one to forty-eight

Board of Directors authorize Mortgage to be made.

Description of Bonds.

thousand, both inclusive. All of said bonds being payable thirty years after date, with interest at the rate of six per centum per annum, payable semiannually. The said series "A" to bear date April first, eighteen hundred and seventy-five, and the said several succeeding series to bear such dates respectively as the board of directors of said company may direct; all of said bonds aggregating the sum of forty-six millions of dollars; and

Whereas, the said board of directors, at the meeting aforesaid, and in the manner and form and by the vote aforesaid, did further resolve, that the said series "A" of said bonds shall be executed and issued in substantially the following form, and that the succeeding series of said bonds should be in a similar form, with the necessary changes to conform to said resolutions or orders, which form is as follows, to wit:

The United States of America:

$1,000 in United States Gold Coin — In United States, $1,000 Gold Coin

Form of bond.

(Vignette)

First Mortgage Bond.

No. .... Series "A."

The Southern Pacific Railroad Company (of California), for value received, promise to pay

Rate of interest.

one thousand dollars to Mark Hopkins, or bearer, in the city of New York, thirty years from the date hereof, with interest thereon at

the rate of six per centum per annum from said date, payable semiannually on the first day of October next ensuing, and on the first day of April and October in each year thereafter, in the city of New York, on presentation and surrender of the respective coupons hereunto annexed, both principal and interest payable in United States gold coin at par, dollar for dollar.

This bond is one of series "A" of the first mortgage bonds issued and to be issued by the said Southern Pacific *Pacific* Railroad Company in seven series designated respectively by the letters of the alphabet, commencing with "A" and ending with "G," both inclusive. Series "A," consisting of thirteen thousand bonds for one thousand dollars each, numbered from one to thirteen thousand, both inclusive, and four thousand bonds for five hundred dollars each, numbered from thirteen thousand and one to seventeen thousand, both inclusive. Series "B" to "F," both inclusive, consisting each of five thousand bonds for one thousand dollars each, numbered from seventeen thousand and one to forty-two thousand, both inclusive, and series "G," consisting of six thousand bonds for one thousand dollars each, numbered from forty-two thousand and one to forty-eight thousand, both inclusive. All of said bonds being payable thirty years after their respective date, with the interest at the

Series.

rate of six per centum per annum, payable semiannually.

Dates.

The said series "A" to bear date April first, eighteen hundred and seventy-five, and the said several succeeding series to bear such dates respectively as the board of directors of said company may direct; all of said bonds aggregating the sum of forty-six millions of dollars.

No preference by reason of priority.

The holder of any of such bonds is to have no preference over any other holder of any of said bonds by reason of any priority in date or the time of issuing the same or otherwise.

How secured.

All of said bonds are secured by a mortgage or deed of trust bearing even date with the bonds constituting series "A," duly executed by said company to D. O. Mills and Lloyd Tevis, San Francisco, California, as trustees, upon its railroad and telegraph lines in the State of California, running from the city of San Francisco in a southerly and southeasterly direction by way of Carnadero Junction, Salinas Valley and Polonio Pass to the Colorado river at or near the "Needles"; also from Carnadero Junction to San Benito; also from Los Gatos creek via Goshen to the junction with the first-mentioned line between Poso creek and Kern river; also from the junction near Tehachapi Pass, via Los Angeles to the Texas Pacific Railroad near Fort Yuma, and also from Los Angeles to Wilmington on San

Pedro Bay, aggregating eleven hundred and fifty miles of railroad and telegraph line, with all the rolling stock, stations, fixtures and franchises for the permanent use thereof, and the appurtenances thereto now owned or held, or that may be hereafter required by said company for the permanent use of said railroad and telegraph lines.

Includes lands.

Also upon all the lands granted to said company by the Congress of the United States, to aid it in the construction of said railroad and telegraph lines, not sold or otherwise disposed of prior to the execution of said mortgage, aggregating, as near as can be estimated, eleven millions of acres.

In testimony whereof, the Southern Pacific Railroad Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its president and secretary this first day of April, in the year of our Lord one thousand eight hundred and seventy-five.

_____,

President.

_____,

Secretary.

And whereas, the said board of directors, at the meeting aforesaid, and in the manner and form, and by the vote aforesaid, did further direct that to each of said bonds there should be attached sixty interest coupons, numbered re-

spectively from one to sixty, inclusive, substantially in the following form, to wit:

Form of coupons.

$30 Series A

Southern Pacific Railroad Company of California.

Coupon. Bond No. ——. No. ——.

Thirty Dollars.

Interest due ———.

Payable in the City of New York in United States Gold Coin.

————————, Secretary.

with such changes in amount in the body and in the coupon as shall be necessary to conform to the order of the board of directors aforesaid, in regard to the several amounts or sums which are payable in each class of bonds; and

Whereas, by an act of Congress of the United States of America, approved on the twenty-seventh day of July, A. D. eighteen hundred and sixty-six, entitled, "An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific Coast," there was granted to the said Southern Pacific Railroad Company, party of the first part, a large body of public lands of the United States, to wit: Every alternate section of public lands, designated by odd numbers, to the amount of ten alternate sections per mile on each side of the

railroad and telegraph line of said company running from the bay of San Francisco to the southeasterly line of the State of California, being about six hundred and thirty-six miles, not sold, reserved, granted, or otherwise appropriated, and free from pre-emption, homestead, or other claims or rights at the time the line of said road is designated by a plat thereof, filed in the office of the commissioner of the general landoffice and such other alternate sections designated by odd numbers as aforesaid, and situated not more than ten miles beyond the limits of the said first alternate sections, which may be selected by said company, in lieu of any of the sections first aforesaid which may have been sold, granted, reserved, pre-empted, occupied as homesteads, or otherwise disposed of, or to which other rights may have attached, as provided in the act of Congress aforesaid for the purpose of aiding in the construction of the railroad and telegraph line of the said party of the first part; and

U. S. Government Land grant.

Whereas, by an act of Congress of the United States, approved on the third day of March, eighteen hundred and seventy-one, entitled, "An act to incorporate the Texas Pacific Railroad Company, and to aid in the construction of its road, and for other purposes," there was granted to the said Southern Pacific Railroad Company the authority to construct a line of railroad from a point near Tehachapi

Act of Congress authorizing the company to construct lines to connect with Texas

Pacific Railroad and Atlantic and Pacific Railroad.

Pass, by way of Los Angeles, to the Texas Pacific Railroad, at or near the Colorado river, with the same rights, land grants and privileges, and subject to the same limitations, restrictions and conditions as were granted to and imposed upon the said Southern Pacific Railroad Company of California, by the aforesaid act of July twenty-seventh, eighteen hundred and sixty-six, before recited, subject to the rights, present and prospective, of the Atlantic and Pacific Railroad Company, which said last line of road is of the length of three hundred and fifty-six and seven one-hundredths miles; and

Mortgage to be executed to trustees.

Whereas, the said board of directors, at the meeting aforesaid, and in the manner and form, and by the vote aforesaid, did further direct that, to secure the payment of said bonds, a first mortgage upon said road and its rolling stock, stations, fixtures, right of way and franchises, and the lands aforesaid granted by said acts of Congress, not sold or otherwise disposed of, or contracted to be sold, as shown by the books of said company, should be executed under the corporate seal of said company, and be signed by its president and secretary, to D. O. Mills and Lloyd Tevis, both of the city and county of San Francisco, State of California, as trustees for the holders of said bonds; and

Sinking fund $100,000 yearly, commencing 1882.

Whereas, said board of directors, at the meeting aforesaid, and in the manner and form, and by the vote aforesaid, did further direct that a sinking fund should be created for the redemption and payment of said bonds, by setting apart the sum of one hundred thousand dollars of the net income of said road in the year eighteen hundred and eighty-two, and each year thereafter until all of said bonds, principal and interest, shall have been redeemed or paid, in trust to be loaned out at interest, upon good securities, or otherwise invested under the order and direction of said board of directors, or used to redeem said bonds as often as one hundred thousand dollars shall come into the sinking fund, in which case notice shall be published in one paper in the city of San Francisco and two papers in New York City, that bonds will be redeemed at a price not exceeding their par value, and inviting bids for the surrender thereof at prices to be named, not exceeding the par value of said bonds; the lowest bids less than par to be accepted, and bonds redeemed to the extent of the money in the sinking fund.

Redemption of bonds.

Now, therefore, this indenture witnesseth, that the said Southern Pacific Railroad Company, for the better securing of the payment of the principal and interest of the said first mortgage bonds, and in consideration also of the sum of one dollar, to it in hand paid by the

Description of property conveyed to trustees.

said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and aliened, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, convey and confirm unto the said parties of the second part, and to their successors duly appointed, for the execution of the trusts herein set forth, the following property now or hereafter constituted, purchased, acquired, held in possession and owned by said company, to wit: The whole of the railroad and telegraph line of the said company, running from the city of San Francisco, in the State of California, in a southerly and southeasterly direction, by way of Carnardero Junction, Salinas Valley and Polonio Pass, to the Colorado river, at or near the "Needles"; also, from Carnadero Junction to San Benito; also, from Los Gatos creek, via Goshen, to the junction with the first mentioned line, between Poso creek and Kern river; also, from the junction near Tehachapi Pass, via Los Angeles, to the Texas Pacific Railroad near Fort Yuma, and also from Los Angeles to Wilmington, on San Pedro Bay, aggregating eleven hundred and fifty miles of railroad and telegraph lines, including all the rights of way, roadway, track and tracks, together with all the superstructures, depots, depot grounds, station houses, watering-places, work-shops, machine-shops, machinery, sidetracks, turn-

outs, turn-tables, weighing scales, locomotives, tenders, cars, rolling stock of all kinds, full equipments, fixtures, tools and all other property which may be necessarily or ordinarily used in operating or repairing the said railroad, including all of the said property, which is now or may hereafter, in whole or in part, be constructed or completed, purchased, acquired, held, or owned by the said company, pertaining to said railroad, and all the corporate rights, privileges and franchises of said company, pertaining to said road, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging and appertaining, and the reversion and reversions, remainder and remainders, rents, incomes, issues and profits thereof, with all the rights, titles, interests, estate, propety, succession, claim and demand, in law or equity, of the said party of the first part, of, in and to the same, or any part and parcel thereof; to have and to hold the above granted and described premises, property and franchises, with the appurtenances, unto the said parties of the second part, and to the survivor of them, and to their successors, duly appointed, upon trust and for the use and benefit of the person or persons, body or bodies, politic or corporate, who shall have become, or be from time to time, holders of the said "first mortgage bonds," or any of them. Pro-

vided, always, and these presents are upon the express condition that if the said party of the first part, or its successors, shall well and truly pay, or cause or procure to be paid unto the holders, from time to time, of said bonds, and each and every one of them, the said sums of money secured to be paid by the said bonds, and the interest coupons attached thereto, at the places and times, and in the manner set forth in the said bonds, according to the true intent and meaning thereof, then these presents, and all the property, estate, right, franchises, and privileges herein and hereby granted and conveyed, shall cease, determine and be void. But if default shall be made in the payment of the said sums of money specified in said bonds, or in the payment of said interest coupons, or either of them, or any part thereof, and if the same shall remain unpaid for a period of six months from and after the time when the same should have been paid, according to the terms of said bonds, then the said parties of the second part, or either of them, upon the refusal of the other, or their successors in said trust, by themselves, or their agents, or servants, in that behalf, may, upon request of the holder or holders of not less than one-fourth of said bonds, on which the interest or principal shall so be and have so remained in default, as aforesaid, enter into and upon and take possession of all, or in their

Proceedings in event of default in payment.

or his discretion, any part of the said premises and property hereinbefore described, and work and operate the said railroad, and receive the income, receipts and profits thereof, and out of the same pay: First, the expense of running and operating the same, including therein such reasonable compensation as they or he may allow to the several persons employed or engaged in the running and superintendence of the same, and a reasonable compensation to the parties of the second part, or their successors, or such of them as shall act in the premises, for their or his care, diligence and responsibility in the premises. Second, the expenses of keeping the said road, the appurtenances, the locomotives and the rolling stock thereof in good and sufficient repair, to prevent deterioration in the value thereof, and all other reasonable and proper charges and expenses of the care and management thereof. And third, pay as far as the same will suffice, all interest and principal, if any, which may be due on said bonds; and in case of any deficiency to apply said receipts, after the payment of all said charges and expenses, to the payment thereof, ratably, without preference of any kind, or the said parties of the second part may in such case foreclose this mortgage, and sell and dispose of, according to law, all the rights, property, privileges, franchises, real and personal, with the appurtenances

herein and hereby granted, or so much thereof as may be necessary, and out of the money arising from such sale pay: First, the costs, and charges, and expenses of the foreclosure and sale, including therein reasonable counsel fees for conducting said proceedings, to be allowed and fixed by the Court, but not exceeding thirty thousand dollars. Second, any expenses, costs and charges of the execution of the trust previously incurred and remaining unpaid. Third, a reasonable compensation to the trustees, or one of them, who may act, for their or his care, trouble and service in completing the execution of his trust and the distribution of the proceeds of sale, to be fixed by the Court, but not exceeding twenty thousand dollars. And fourth, to distribute the residue of said proceeds among the holders of said bonds, in proportion to their several interests, until all have been paid in full, principal and accrued interests.

Proceeds from sale of depot lands, etc., not needed for such purpose may be sold and proceeds applied to redemption of bonds.

And the said party of the first part hereby covenants and agrees that if, at any time, any lands now used for depot or shop purposes, or right of way, or water, or any lands not now used, but which may be hereafter used for such purposes, shall, for any cause, cease to be needed or used by said party of the first part for such purposes, the said parties of the second part may sell the same at the price to be agreed upon by the parties of the first and second parts, and apply the money realized

from such sale or sales to the redemption of said bonds in the manner hereinafter provided, in the case of money realized from the sale of lands granted by the United States to the said party of the first part.

And the said party of the first part hereby agrees and covenants to and with the said parties of the second part, and their successors in said trust, that it will pay all ordinary and extraordinary taxes, assessments, and other public burdens and charges which shall or may be imposed upon the property herein described and hereby mortgaged, and every part thereof, and the said parties of the second part, the survivor of them, or their successors in said trust, or any one or more of the holders of said bonds, may in case of default of the said party of the first part in this behalf, pay and discharge the same, and any other lien or encumbrance upon said property, which may in any way, either in law or equity, be or became in effect a charge or lien thereon, prior to these presents, or to which this mortgage may be subject or subordinate, and for all payments thus made the parties so making the same shall be allowed interest thereon at the rate of seven per centum per annum, and such payments, with the interest thereon, shall be and are hereby secured to them by these presents, and declared to be payable and collectible in the same sort of currency or money

Company to pay all taxes, assessments, etc., or, in default, trustees may pay and receive 7% interest on such payments.

wherein they shall have been paid, and the same shall be payable by said party of the first part to said parties of the second part, upon demand in trust for the party or parties paying the same, and may be paid out of the proceeds of the sale of said property and franchises hereinbefore provided.

Will execute any further conveyances required.

And the said party of the first part further covenants and agrees to and with the said parties of the second part, and their successors in said trust, that they will at any and all times hereafter, upon the request of the said parties of the second part, execute, acknowledge and deliver to the said parties of the second part, all and every such further, necessary and reasonable conveyances and assurances, of the said premises or any part thereof, as may, by the parties of the second part, or the survivor of them, or his or their successors in the trust hereby created, be reasonably advised or required for more fully carrying into effect the objects of this conveyance, and the said parties of the second part, and their successors in said trust, shall be entitled to receive a just and proper compensation for all services rendered by them in the discharge of said trust, and the same shall be deemed to be secured hereby.

Compensation to trustees.

And it is hereby stipulated and agreed that the said parties of the second part, and their successors in said trust, shall not be responsi-

ble for the acts or omissions of any agent or agents employed by him or them, in any manner, in and about the execution of the trust hereby created when such agent or agents are selected with reasonable discretion; or with the approbation, or with the knowledge and without the express disapprobation of said party of the first part, nor shall either of the said parties of the second part be responsible for any act or omission of the other in the execution of said trust.

Agents of trustees.

And, therefore, this indenture further witnesseth: That the said party of the first part, for the purpose of securing the payment of the sums of money mentioned in said bonds, and the interest thereon, and in consideration of the premises, and also for and in consideration of the sum of one dollar to the said party of the first part in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, enfeoffed, conveyed and confirmed, and by these presents does grant, bargain, sell, release, enfeoff, convey, and confirm unto the said parties of the second part, as trustees, and to their successors and survivor, and their assigns forever.

Conveyance of land to trustees.

All and singular, the said several sections of land so as aforesaid, granted by said acts of Congress, and also all the estate, right, title, interest, claim, and demand whatsoever,

at law or in equity, of, in, or to the same, or any part or parcel thereof, which the said party of the first part now has, holds, owns, or is entitled to, or hereafter may or shall acquire, have, hold, own, or be, or become entitled to by force or virtue of the said acts of Congress; saving, excepting and reserving all parts and parcels of said lands which have been sold or contracted to be sold or disposed of heretofore, or which are or shall be included in the right of way of the said railroads and telegraph lines of the said company, as defined and granted by the acts of Congress aforesaid, or used for the construction or operation thereof, or for the track, yards, depot grounds, buildings or erections thereof.

Reserved lands.

To have and to hold all and singular the lands hereby granted or intended to be granted, and each and every part and parcel thereof, with the appurtenances thereunto belonging, unto the said parties of the second part, and their successors and survivor, and their assigns forever, as trustees, for the uses and purposes, and upon the trusts, terms, conditions, and agreements in this indenture set forth and declared.

Provided, always, and these presents are upon the express condition, that if the said party of the first part shall well and truly pay, or cause to be paid, to the holders of said bonds, and every of them, the principal sums

Lands shall revert to and vest in the S. P. R. R. if—

of money therein mentioned, according to the tenor thereof, with the interest thereon, at the times and in the manner heretofore provided, according to the true intent and meaning of these presents, then and from thenceforth this indenture and the estate hereby granted shall cease and determine, and all the right, title and interest in any and all property hereby conveyed to the parties of the second part, not then disposed of under the powers hereby conferred, shall revert to and vest in the said party of the first part.

This indenture further witnesseth, that these presents and the said bonds are made, executed and delivered upon the trusts, terms, conditions and agreements following, that is to say: That all the lands hereinabove conveyed and mortgaged shall be under the sole and exclusive management and control of the said party of the first part, who shall have full power and authority to make contracts for the sale of the same at such price, on such credit or terms of payment, and such other conditions as shall be agreed on by the said parties of the first and second parts, and as shall seem to them best calculated to secure the payment in full of all the bonds issued as hereinbefore provided, until entry or foreclosure by the trustees, as hereinafter provided. But no title to any tract of land, contracted to be sold by the said party of the first part, shall

Land to be under the control of S. P. R. R.

be given until the whole of the purchase money of said tract shall be paid to said parties of the second part, or their successors or survivor, in cash or in said bonds, or overdue coupons thereof. And for this purpose it is agreed that the said party of the first part and said trustees shall cause all such lands, as they shall from time to time become subject to sale, to be carefully examined and surveyed, and shall affix to each tract or parcel such price as in their judgment shall be most judicious, having in view the interests of all parties, and said lands shall be and remain at all times thereafter open for sale to any person who may desire to purchase and pay therefor; the prices being, nevertheless, at all times subject to revision and alteration by the said parties; and the party of the first part may reserve from sale any lands necessary for depot grounds, or other purposes connected with the construction or operation of the said railroad or telegraph.

Payments to be made to trustees.

Land to be graded, etc.

The purchaser of any such land shall be at liberty to pay for the same in the aforesaid bonds or overdue coupons at par; and when any tract or parcel of said lands shall have been purchased and paid for, either in bonds, coupons, or cash, as hereinbefore provided, the same shall be conveyed by the said parties of the first and second parts to the purchaser, in fee simple, and shall by such conveyance

Lands may be

for in bonds and overdue coupons.

be absolutely and forever released from any and all lien or incumbrance, for or on account of said bonds, or any other debt or obligation of the said party of the first part.

Trustees may convey land by power of attorney.

Provided, that for the sake of convenience in making said conveyances the said trustees shall have power to act by attorney, duly nominated and appointed by them, jointly, by letter of attorney, which shall be duly acknowledged and recorded in each and all of the counties in which said lands or any part thereof are situated; and all deeds made in their names by such attorney shall have the same force and effect as if made by them in person.

Residence of such attorney.

Provided, further, that the attorney so appointed shall be a resident of the city of San Francisco, in the State of California, and shall reside within convenient reach of the party of the first part.

Trustees to cancel bonds and coupons.

The said trustees shall and will cancel and discharge each and every bond and the coupons thereon, and all overdue coupons, which they may receive in payment for land, or by purchase, by defacing the seal of the corporation, perforating the signature of the president and secretary, and drawing lines across each of the interest coupons, on receipt thereof; and all bonds and coupons received in payment for lands, as aforesaid, shall, when so canceled, be delivered to the said party of the first part.

Proceeds of sales of lands shall be applied to the purchase of bonds.

The said trustees shall apply the proceeds of the sales made by them of lands hereby conveyed, to the sole and exclusive purpose of the payment of the bonds provided for in, and issued in conformity to, the term of this indenture.

And for such purpose all such avails shall, from time to time, as the same are realized, be used in the purchase of such bonds in the market, to be canceled, so long as purchases thereof can be made at par; and whenever such bonds cannot be purchased at that rate, said trustees shall advertise for proposals to sell such bonds to them in two newspapers published in the city of New York, and one newspaper published in the city of San Francisco; and after receiving such proposals they shall have power to purchase such bonds at the lowest terms so offered.

How bonds shall be purchased.

The said party of the first part does hereby covenant and agree to pay to the holders of said bonds, respectively, the said principal sums of money therein mentioned and the interest thereof as aforesaid.

If any default shall be made in the payment either of principal or interest on any of said bonds for six months, after demand at the place of payment when the same shall become due, then the said trustees may, on being requested by the holders of at least one hundred thousand dollars of such bonds, enter into and

take possession of any of the lands above conveyed, and foreclose this mortgage, and may sell at public auction so much of said lands as may be necessary to discharge all arrears of such interest, and apply the proceeds, after deducting the costs, charges, and expenses of such entry, foreclosure and sale, to the payment of such arrears of interest. If any such default shall continue for one year from the time of such demand and refusal, the principal sum of all bonds then outstanding shall become due and payable, and the said trustees may enter into and take possession of all the lands above by these presents mortgaged or conveyed, foreclose this mortgage, and sell at public auction all said lands or so much thereof as may be necessary, first giving at least six months previous notice of the time and place of sale in at least one newspaper published in the city of New York, and in one published in each of the cities of San Francisco, Sacramento, Los Angeles and San Diego; and they shall apply the proceeds thereof, after deducting the costs, charges and expenses of such last-mentioned entry, foreclosure and sale, to the payment of all said bonds then outstanding, and the interest accrued thereon, rendering the surplus, if any there shall be, unto the said party of the first part. In case of any sale upon any such foreclosure or at any such public auction, the said trustees shall make, execute and deliver

In event of default in payments for six months, trustees may foreclose mortgage and dispose of lands at public auction sufficient to discharge all arrears.

a conveyance of the said lands so sold, which shall convey to the purchasers all the rights and privileges of the said party of the first part, in and to the property so sold, to the same extent as the same shall have been previously enjoyed and held by the said party of the first part.

Foreclosure proceedings for interest to cease if interest is subsequently paid.

If after any such entry shall be made or any such foreclosure proceedings shall be commenced for the satisfying of interest only, as above provided, and before the lands are sold thereon, the said party of the first part shall pay and discharge such interest and deliver the coupons therefor to the said trustees, and pay all the costs, charges and expenses incurred in such entry and foreclosure and the proceedings thereon, then and in every such case the said trustees shall discontinue their proceedings thereon, and restore to the said party of the first part all of such lands to be held subject to the above conveyance and mortgage, and subject to all the provisions, terms and conditions of these presents, in like manner as if such entry had not been made, nor such foreclosure proceedings commenced. In case a vacancy shall happen in the number of trustees, hereinbefore mentioned as parties of the second part in this indenture, or if one of them shall be temporarily absent, the remaining trustee shall, while said vacancy or absence exists, have all the rights, exercise all the

powers and discharge all the duties devolving on said trustee by said instrument. But as soon as it conveniently may be done, such vacancy shall be filled by the nomination by the remaining trustee of some proper person to fill such vacancy, which nomination shall be submitted to the board of directors of said company, and, if approved by them, the person so nominated and approved immediately shall become a trustee under this instrument. If said nomination is not approved, another person shall be nominated by said remaining trustee, and in like manner submitted for approval, and so on till three nominations shall have been made. But if three successive nominations shall be made, and none of them shall be approved by said board, said vacancy shall be filled by a committee of three persons, selected, one by said remaining trustee, one by said board of directors, and a third by the two thus selected, and the person appointed trustee by a majority of the committee shall be and remain a trustee under this instrument. And the person regularly appointed a trustee to fill a vacancy in either of the forms above specified shall from and after his said appointment, and his acceptance of the appointment, become vested with the same estates, powers, rights and interests, and charged with the same duties and responsibilities, as if he had been one of the original trustees, parties of the

How vacancy in trustees is to be filled.

second part, named in and executing this instrument; and the prior remaining trustee may and shall execute such conveyances and instruments as may be proper or necessary to vest the same in such new trustee jointly with him, or to furnish evidence of such vesting. If at any time either of the said trustees shall resign his place as trustee by a proper deed in writing to that effect, and such resignation shall be accepted by the said party of the first part, then, and in every such case, the place of such resigning trustee thereupon shall become and be vacant.

Reconveyance by trustees upon payment of bonds and interest.

Whenever all the bonds shall have been made and issued by the said party of the first part under and in conformity to the provisions of this indenture, with the interest thereon, together with all the expenses incurred by the said trustees in the execution of the trust herein and hereby created, shall have been fully paid and satisfied, the said trustees shall reconvey to the said party of the first part all and singular the said lands then in the hands of the said trustees, and not before that time sold or disposed of, in the execution of the trust hereby created. In case the said trustees shall at any time have any trust moneys on hand, received from the sale of the lands hereby conveyed, which will not be required to meet any immediate liabilities of the company, to which said moneys are by these presents devoted, the

said moneys shall be loaned on interest, or deposited on interest, with some bank or trust company in the city of San Francisco or Sacramento, subject to be drawn by checks signed by the trustees or such one of them as they may designate. All of the books of the said company, and of the trustees, relating to the lands hereby conveyed, shall be mutually open to the inspection of said company and said trustees. It shall be the duty of the said trustees to certify and deliver to the said party of the first part the said bonds, as the same from time to time shall be demanded, issued or used by the said party of the first part.

Deposit of surplus moneys by trustees.

And it is hereby mutually agreed by and between the parties hereto that the said parties of the second part, and their survivor and successors, and their heirs, executors and administrators, shall not be answerable for the acts, omissions or defaults of each other, nor for anything short of their own gross negligence or willful misfeasance.

Responsibility of trustees.

It is hereby declared by the parties to this indenture, that all the provisions of said acts of Congress, so far as they are applicable, are hereby made and shall be deemed and taken to be a part of this instrument; and the said provisions in all that concerns the sale and disposal of the said lands hereby conveyed to the parties of the second part are to be observed and strictly and faithfully carried out and fulfilled.

Provisions of acts of Congress to be observed.

And the said party of the first part covenants and agrees to and with the said parties of the second part, that the said party of the first part shall and will, at any and all times hereafter, and from time to time, execute, acknowledge, and deliver, under its corporate seal, to the said parties of the second part, and their survivors and successors, all such other or further assurances, deeds, mortgages, obligations, transfers, indentures and instruments in writing, and shall and will do and perform all such other or further acts or things as shall or may be necessary or proper, or as their counsel, learned in the law, shall deem necessary, proper, or expedient for the better or more effectually securing upon the above conveyed and mortgaged premises the payment of the said bonds so to be issued, and the interest due and to grow due thereon in manner aforesaid, or for carrying into effect the true intent, design, objects, and purposes of these presents. And the said parties of the second part hereby accept the trust created and declared by this instrument, and agree to discharge the same pursuant to the provisions in that behalf herein contained.

Will execute further instruments if necessary to secure payments of bonds.

In witness whereof, the said Southern Pacific Railroad Company has caused these presents to be signed by its president and secretary, and sealed with its corporate seal, and the above parties of the second part have

hereunto set their hands and seal, the day and year first above written.

[Corporate Seal
S. P. R. R. Co.]

CHARLES CROCKER,
President Southern Pacific Railroad Company.

J. L. WILLCUTT,
Secretary Southern Pacific Railroad Company.

We accept the trust declared in the foregoing instrument.

D. O. MILLS, [Seal]
LLOYD TEVIS, [Seal]
Trustees.

State of California,
City and County of San Francisco. } ss.

On this third (3rd) day of July, in the year one thousand eight hundred and seventy-five (1875), before me, Charles J. Torbert, a notary public in and for the said city and county of San Francisco, State of California, duly commissioned and qualified, personally appeared Charles Crocker, known to me to be the president of the Southern Pacific Railroad Company, and J. L. Willcutt, known to me to be the secretary of the Southern Pacific Railroad Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal this third day of July, A. D. 1875.

[Notarial Seal.] CHARLES J. TORBERT,
Notary Public in and for the City and County of San Francisco, State of California.

State of California,
City and County of San Francisco. } ss.

I, Charles J. Torbert, a notary public in and for the said city and county of San Francisco, State of California, residing in the city of San Francisco, duly commissioned and sworn, do certify that on the sixth (6th) day of July, in the year one thousand eight hundred and seventy-five (1875), personally appeared before me in the city and county of San Francisco, State of California aforesaid, Charles Crocker, president of the Southern Pacific Railroad Company, and J. L. Willcutt, secretary of the Southern Pacific Railroad Company, who are both personally known to me to be the said officers of the said Southern Pacific Railroad Company, respectively, and the individuals described in and who have executed the foregoing instrument as such officers of said company, and they each severally and personally, then and there, acknowledged to me that they executed the said instrument as the free act and deed of the said Southern Pacific Railroad Company, freely and voluntarily, and for the uses and purposes therein mentioned; and the said J. L. Willcutt, with whom I am personally acquainted, being by me duly sworn, did depose and say that he resides in the city and county of San Francisco, State of California; that he is and was secretary of the Southern Pacific Railroad Company at the date and time he executed the foregoing instrument; that he knows the corporate seal of said company, and is and was at the date of said instrument the legal custodian of said seal; that the seal affixed to the foregoing instrument was and is such corporate seal, and

was by him so affixed by order of the board of directors of the said Southern Pacific Railroad Company; that he signed his name thereto as secretary of said company by the like order. And the said J. L. Willcutt further said that he was and is acquainted with Charles Crocker, and knows that said Charles Crocker is and was president of the Southern Pacific Railroad Company at the date of said instrument; that the signature of the said Charles Crocker subscribed to said instrument is in the genuine handwriting of the said Charles Crocker, and was thereto by him subscribed by the like order of the board of directors of said company, and in the presence of him, the said deponent.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the city and county of San Francisco, State of California, the sixth day of July, A. D. 1875.

[Notarial Seal] CHARLES J. TORBERT,
Notary Public in and for the City and County of San Francisco, State of California.

State of California,
City and County of San Francisco. } ss.

On this seventh (7th) day of July, in the year one thousand eight hundred and seventy-five (1875), before me, Charles J. Torbert, a notary public in and for the said city and county of San Francisco, State of California, duly commissioned and qualified, personally appeared D. O. Mills and Lloyd Tevis, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the city and county of San Francisco, State of California, this seventh day of July, A. D. 1875.

[Notarial Seal] CHARLES J. TORBERT,
Notary Public in and for the City and County of San Francisco, State of California.

Filed for record at the request of D. W. Parkhurst, and recorded in office of the county recorder of San Mateo county, July 8, 1875, at 5 P. M., in Liber 11 of Mortgages, at page 2 and following.

Witness my hand and seal of office.

Paid, $22.50.

[Seal] GEO. H. RICE,
County Recorder.
By W. R. Thomas,
Deputy.

Filed for record at the request of D. W. Parkhurst, July 9, A. D. 1875, at 9 o'clock and 26 minutes, A. M., and recorded in Book 15 of Mortgages, at page 156 et seq., Records of the County of Santa Clara, in the State of California.

Witness my hand and seal of office.

Paid, $15.

[Seal] W. J. COLAHAN,
County Recorder.
By F. J. Saxe,
Deputy.

Filed for record at the request of D. W. Parkhurst, July 9, A. D. 1875, at 8 o'clock and 53 minutes, P. M., and

recorded in Book 1 of Mortgages, at page 586 and following, Records of San Benito County, in the State of California.

Witness my hand and seal of office.

Fees, $15, paid.

[Seal] H. M. HAYES,
County Recorder.

Filed for record at the request of D. W. Parkhurst, July 10, A. D. 1875, at 8 o'clock and 10 minutes, P. M., and recorded in volume 17, page 529 and following pages of the Mortgage Records of the County of Santa Cruz, in the State of California.

Witness my hand and seal of said county recorder.

Paid, $15.00.

[Seal] H. E. MAKINNEY,
County Recorder in and for Santa Cruz County.

Filed for record at the request of D. W. Parkhurst, July 12, A. D. 1875, at 9 o'clock and 55 minutes, A. M., and recorded in Book 1 of Mortgages, page 183 and following, Records of the County of Monterey, in the State of California.

Witness my hand and seal of office.

Fees, $15, pd.

[Seal] HERBERT MILLS,
County Recorder.

Filed for record at the request of D. W. Parkhurst, July 13, A. D. 1875, at six o'clock and 25 minutes, P. M., and recorded in Book "C" of Mortgages, page 540 et seq., Records of the County of San Luis Obispo, in the State of California.

Witness my hand and seal of office county recorder.
Fees, $15.
[Seal] CHAS. W. DANA,
County Recorder.

Filed for record at the request of D. W. Parkhurst, July 14, A. D. 1875, at 2 o'clock and 20 minutes, P. M., and recorded in Book "F" of Mortgages, pages 164 and following, Records of the County of Santa Barbara, in the State of California.

Witness my hand and seal of office of county recorder.
Fees, $15, pd.
[Seal] H. P. STONE,
County Recorder.
By J. O. B. Wentling,
Deputy.

Filed for record at the request of D. W. Parkhurst, July 16, A. D. 1875, at 8 o'clock and 40 minutes A. M., and recorded in Book 15 of Mortgages, page 600 et seq., Records of the County of Los Angeles, in the State of California.

Witness my hand and seal of office county recorder.
Fees, $15, pd.
[Seal] J. W. GILLETTE,
County Recorder.
By D. S. Lovejoy,
Deputy.

Filed for record at the request of D. W. Parkhurst, July 19, A. D. 1875, at nine o'clock and 15 minutes A. M., and recorded in Book Volume 2 of Mortgages, pages 217

and following, Records of the County of Kern in the State of California.

Witness my hand and seal of office.

Fees, $15, pd.

[Seal] F. W. CRAIG,
County Recorder.

Filed for record at the request of D. W. Parkhurst, Esq., July 20, A. D. 1875, at 8 o'clock and 15 minutes, P. M., and recorded in Book "D" of Mortgages, pp. 310 et seq., Records of the County of Fresno, in the State of California.

Witness my hand and seal of office of county recorder.

Pd. $15.

[Seal] A. M. CLARK,
County Recorder.
By C. L. Wainwright,
Deputy.

Filed for record at the request of D. W. Parkhurst, July 21, A. D. 1875, at 10 o'clock and 30 minutes, A. M., and recorded in Book "K" of Mortgages, page 1 et seq., Records of the County of Tulare, in the State of California.

Witness my hand and seal of office of county recorder.

Pd. $15.

[Seal] J. E. DENNY,
Recorder.
By John G. Knox,
Deputy.

Filed for record at the request of D. W. Parkhurst, July 23, A. D. 1875, at 10 o'clock and 40 minutes, P. M., and recorded in Book "D" of Mortgages, 544 et seq., Re-

cords of the County of San Bernardino, in the State of California.

Witness my hand and seal of office of county recorder.

Pd. $15.

[Seal] SYDNEY P. WAITE,
County Recorder.
By R. S. Swing,
Deputy.

Filed for record at the request of D. W. Parkhurst, July 26, A. D. 1875, at 10 o'clock and 20 minutes, A. M., and recorded in Book No. 7 of Mortgages, pages 103 et seq., Records of the County of San Diego, in the State of California.

Witness my hand and seal of office of county recorder.

Fees, $15.

[Seal] A. S. GRANT,
County Recorder.
By E. G. Haight,
Deputy.

Filed for record at the request of D. W. Parkhurst, July 28, A. D. 1875, at 24 minutes past 4 P. M., and recorded in Book No. 2 of Mortgages, pages 46 et seq., Records of the County of Ventura, State of California.

Witness my hand and seal of office of county recorder.

Fees, $18.

[Seal] JOHN T. STOW,
County Recorder.

Recorded at request of D. W. Parkhurst, August 3, A. D. 1875, at 1 P. M., in Liber 443 of Mortgages, page 309,

in the office of the county recorder of the city and county of San Francisco, State of California.

O. H. FRANK,
County Recorder.

Recorded at request of Wells, Fargo & Co., August 20, 1880, at 20 min. past 9 A. M., in Book 1 of Mortgages, page 557 et seq., Records of Merced County.

$15.

[Seal] E. J. HAMILTON,
County Recorder.
By M. H. Walsh,
Deputy.

Recorded at request of Wells, Fargo & Co., August 23d, A. D. 1880, at 5 min. past 9 o'clock A. M., in Vol. 15 of Mortgages, at pages 139 et seq., Records of Stanislaus County.

$15 paid.

[Seal] JOHN McCOY,
Recorder.

Recorded at request of J. L. Willcutt, September 6th, 1880, at 30 min. past 10 o'clock A. M., in Liber 624 of Mortgages, page 305, in the office of the county recorder of the city and county of San Francisco, State of California.

[Seal] W. K. DIETRICH,
County Recorder.
Per Richard Blauvelt,
Deputy.

To the President and Board of Directors of the Southern Pacific Railroad Company, and All Other Persons Concerned:

Resignation of Lloyd Tevis, trustee.

Know ye, that I, Lloyd Tevis, one of the trustees under a certain indenture made and entered into on the first day of April, A. D. 1875, by and between the Southern Pacific Railroad Company, a railroad corporation duly incorporated and organized under and in pursuance of the laws of the State of California, party of the first part, and D. O. Mills and Lloyd Tevis, of the city and county of San Francisco, California, parties of the second part, have this day resigned, and do hereby resign, the position of said trustee under said indenture, in pursuance of the provisions thereof.

In testimony whereof, I have hereunto set my hand and seal on this the 24th day of March, A. D. 1883.

LLOYD TEVIS. [Seal]

State of California,
City and County of San Francisco. } ss.

On this twenty-seventh (27th) day of March, in the year one thousand eight hundred and eighty-three (1883), before me, Charles J. Torbert, a notary public in and for the said city and county of San Francisco, State of California, duly commissioned and qualified, personally appeared Lloyd Tevis, known to me to be the person whose name is subscribed to the

above instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal this twenty-seventh day of March, A. D. 1883.

[Notarial Seal] CHARLES J. TORBERT,
Notary Public in and for the City and County of San Francisco, State of California.

To the Southern Pacific Railroad Company and to its Board of Directors:

Lloyd Tevis, of the city and county of San Francisco, one of the trustees named in a certain indenture made and entered into on the first day of April, 1875, between the Southern Pacific Railroad Company, party of the first part, and D. O. Mills and Lloyd Tevis, of the city and county of San Francisco, parties of second part, having duly resigned his place as trustee by proper deed in writing to that effect, and such resignation having been accepted by the party of the first part, and thereby the place of such resigning trustee having become and now is vacant:

Nomination of Gerrit L. Lansing for trustee submitted to the board of directors.

Therefore, I, the remaining trustee, in accordance with the provisions of said indenture in this respect, do hereby nominate Gerrit L. Lansing a proper person to fill such vacancy, and do hereby submit to the board of directors of said company such nomination for the approval of said board.

Dated in New York this third day of April, A. D. 1883.

D. O. MILLS. [Seal]

Witness:

EDWIN F. COREY.

State of New York,
City and County of New York. } ss.

Be it remembered that on this third day of April, in the year one thousand eight hundred and eighty-three, before me, the undersigned, Edwin F. Corey, a commissioner, resident of the city of New York, duly commissioned and qualified by the executive authority and under the laws of the State of California to take acknowledgment of deeds, etc., to be used or recorded therein, personally appeared D. O. Mills, known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first aforesaid.

[Commissioner's Seal] EDWIN F. COREY, Commissioner for State of California. Office, 54 Wall Street, N. Y.

Whereas, on the first day of April, 1875, this company conveyed all its railroad and telegraph lines, its rights of way, roadway, tracks, and other property, including all its lands, to D. O. Mills and Lloyd Tevis, upon certain trusts therein declared;

And whereas, on the twenty-fourth day of March, 1883, said Lloyd Tevis resigned his trust under said conveyance;

And whereas, on the third day of April, 1883, the said D. O. Mills, pursuant to the conditions of said trust, did nominate Gerrit L. Lansing, of the city of San Francisco and State of California, as a fit and proper person to fill the vacancy caused by the said resignation of the said Lloyd Tevis;

Nomination of Gerrit L. Lansing approved by the board of directors.

Now, therefore, it is ordered that the said nomination be approved, and that the said Gerrit L. Lansing be, and he is hereby, appointed to fill said vacancy.

Witness the corporate seal of said Southern Pacific Railroad Company, and the hands of its president and secretary hereunto fixed and set on this, the 17th day of April, A. D. 1883.

[Corporate Seal
S. P. R. R. Co.]

CHARLES CROCKER,
President.

J. L. WILLCUTT,
Secretary.

State of California,
City and County of San Francisco. } ss.

On this nineteenth (19th) day of April, in the year one thousand eight hundred and eighty-three (1883), before me, Charles J. Torbert, a notary public in and for the said city and county of San Francisco, State of California, duly commissioned and qualified, personally appeared Charles Crocker, known to me to be the president, and J. L. Willcutt, known to me to be the secretary, of the corporation that executed the within instrument, and ac-

knowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal this nineteenth (19th) day of April, A. D. 1883.

[Notarial Seal] CHARLES J. TORBERT,
Notary Public in and for the City and County of San Francisco, State of California.

Know all men by these presents:

That whereas, on the first day of April, A. D. 1875, the Southern Pacific Railroad Company, a railroad corporation duly incorporated under and pursuant to the laws of the State of California, did, by an instrument in writing, convey all its railroad and telegraph lines, its rights of way, roadways, tracks, and other property, including all its lands, to D. O. Mills and Lloyd Tevis, upon certain trusts declared in said conveyance;

And whereas, on the 24th day of March, 1883, said Lloyd Tevis resigned his trust under said conveyance;

And whereas, on the third day of April, 1883, the said D. O. Mills, pursuant to the conditions of said trust, did nominate Gerrit L. Lansing, of the city of San Francisco, and State of California, as a fit and proper person to fill the vacancy caused by the said resignation of the said Lloyd Tevis;

Acceptance of Gerrit L. Lansing as trustee.

And whereas, on the 17th day of April, 1883, the board of directors of said Southern Pacific Railroad Company did approve the said nomination:

Now, therefore, I, the said Gerrit L. Lansing, pursuant to the provisions of said trust

mortgage, do hereby accept the trust created by said mortgage as the successor of said Lloyd Tevis.

In witness whereof, I have hereunto set my hand and affixed my seal this 18th day of April, A. D. 1883.

GERRIT L. LANSING. [Seal]

State of California, } ss.
City and County of San Francisco. }

On this nineteenth (19th) day of April, in the year one thousand eight hundred and eighty-three (1883), before me, Charles J. Torbert, a notary public in and for the said city and county of San Francisco, State of California, duly commissioned and qualified, personally appeared Gerrit L. Lansing, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal this nineteenth (19th) day of April, A. D. 1883.

[Notarial Seal] CHARLES J. TORBERT,
Notary Public in and for the City and County of San Francisco, State of California.

Filed for record at request of R. G. Oliver, May 22nd, A. D. 1883, at 10 o'clock A. M., and recorded in Book 17 of Mortgages, page 22 et seq., Records of the County of San Mateo, in the State of California.

Witness my hand and seal of county recorder.

[Seal] J. W. BICKNELL,
County Recorder.
By H. B. Thompson,
Deputy.

Filed for record at request of R. G. Oliver, May 22nd, A. D. 1883, at 5 minutes past 2 o'clock P. M., and recorded in Book "J" of Miscellaneous Records, pages 448 et seq., Records of the County of Santa Clara, in the State of California.

Witness my hand and seal of county recorder.

[Seal] J. M. PITMAN,
County Recorder.
By Geo. Fethersten,
Deputy.

Filed for record at the request of R. G. Oliver, May 23d, A. D. 1883, at 20 minutes past 9 o'clock A. M., and recorded in Book 6 of Mortgages, pages 528 and following, Records of the County of San Benito, in the State of California.

Witness my hand and seal of county recorder.

[Seal] THOS. F. McMAHON,
County Recorder.
By Wm. McCarthy,
Deputy Recorder.

Filed for record at the request of R. G. Oliver, May 24th, A. D. 1883, at 50 minutes past 9 o'clock A. M., and recorded in volume 37 of Mortgages, at pages 1 and following, Records of the County of Santa Cruz, in the State of California.

Witness my hand and seal of county recorder.

[Seal] H. E. MAKINNEY,
County Recorder.

Filed for record at the request of R. G. Oliver, May 24th, 1883, at 40 minutes past 4 P. M., and recorded in Liber "S" of Mortgages, at pages 163 and following, Records of Monterey County, State of California.

Witness my hand and seal of county recorder.

[Seal] M. M. SPEEGLE,
County Recorder.

Filed for record at request of R. G. Oliver, May 26, A. D. 1883, at 4 o'clock and 5 minutes P. M., and recorded in Book 1 of Mortgages, page 240 et seq., San Luis Obispo County Records, State of California.

Witness my hand and seal of county recorder.

[Seal] F. E. DRAKE,
County Recorder.

Filed for record at the request of R. G. Oliver, May 31st, A. D. 1883, at 9 o'clock and 20 minutes A. M., and recorded in Book B of Miscellaneous Records, pages 446 et seq., Records of the County of Santa Barbara, in the State of California.

Witness my hand and seal of county recorder.

[Seal] H. STODDARD,
Recorder.

Filed for record at the request of R. G. Oliver, May 31st, A. D. 1883, at 4 o'clock and 30 minutes P. M., and recorded in Book 2 of Miscellaneous Records, pages 108 et seq., Records of the County of Ventura, in the State of California.

Witness my hand and seal of county recorder.

[Seal] JOHN J. STOW,
Recorder.
By Robt. W. Forth,
Deputy.

Filed for record at the request of R. G. Oliver, June 2d, 1883, at 43 minutes past 2 o'clock P. M., and recorded in Book 50 of Mortgages, pages 256 et seq., Records of Los Angeles County, State of California.

Witness my hand and seal of county recorder, Los Angeles Co., Cal.

[Seal] CHAS. E. MILES,
Recorder.
By W. B. Pritchard,
Deputy.

Filed for record at the request of R. G. Oliver, June 5th, A. D. 1883, at 40 minutes past 11 A. M., and recorded in Book "M" of Mortgages, pages 565 et seq., Records of the County of San Bernardino, in the State of California.

Witness my hand and seal of county clerk, who is ex officio county recorder.

[Seal] W. F. HOLCOMB,
County Recorder.
By E. A. Nisbet,
Deputy.

Filed for record at the request of R. G. Oliver, June 6th, A. D. 1883, at 10 o'clock and 5 minutes A. M., and recorded in Book No. 12 of Mortgages, pages 1 et seq., Rec-

ords of the County of San Diego in the State of California, this June 6th, 1883, at 2 o'clock P. M.

Witness my hand and seal of county recorder.

[Seal] E. G. HAIGHT,
County Recorder.
By H. T. Christian,
Deputy.

Filed for record at the request of R. G. Oliver, June 9th, A. D. 1883, at 9 o'clock and 10 minutes A. M., and recorded in Book Vol. six (6) of Mortgages, pages 116 et seq., Records of the County of Kern, in the State of California.

Witness my hand and seal of county recorder.

[Seal] A. T. LIGHTNER,
County Recorder.

Filed for record at the request of R. G. Oliver, June 11th, A. D. 1883, at 9 o'clock and 40 minutes A. M., and recorded in Book "S" of Mortgages, pages 612 et seq., Records of the County of Tulare, in the State of California.

Witness my hand and seal of county recorder.

[Seal] J. E. DENNY,
County Recorder.

Filed for record at the request of R. G. Oliver, June 12th, A. D. 1883, at 7 o'clock and 40 minutes A. M., and recorded in Book "O" of Mortgages, pages 43 et seq., Records of the County of Fresno, in the State of California.

Witness my hand and seal of county recorder.

[Seal] A. M. CLARK,
County Recorder.
By A. C. Williams,
Deputy Recorder.

Filed for record at the request of R. G. Oliver, June 12th, A. D. 1883, at 3 o'clock and 35 minutes P. M., and recorded in Book "A," Miscellaneous Records, pages 174 et seq., Records of the County of Merced, in the State of California.

Witness my hand and seal of county recorder.

[Seal] J. S. McSWAIN,
County Recorder.

Filed for record at the request of R. G. Oliver, June 13th, A. D. 1883, at 10 o'clock and 30 minutes A. M. Recorded in Book Vol. nineteen (19) of Mortgages, pages 308 et seq., Records of the County of Stanislaus, in the State of California.

Witness my hand and seal of county recorder.

[Seal] JOHN McCOY,
County Recorder.

Recorded in the office of the county recorder of the city and county of San Francisco, June 15th, 1883, at 15 minutes past 12 o'clock M., in liber 45 of Miscellaneous, page 54, at the request of R. G. Oliver.

[Seal] WM. J. BRYAN,
County Recorder.
Per Henry Casey,
Deputy.

[Endorsed]: Trust Mortgage. Southern Pacific Railroad Co. to D. O. Mills and Lloyd Tevis, Trustees. Dated April 1st, 1875. Resignation of Lloyd Tevis and appointment of Gerrit L. Lansing. Acceptance April 18th, 1883. Filed Jan. 22, 1895. Wm. M. Van Dyke, Clerk.

UNITED STATES
vs.
S. P. R. R. CO. et al. } No 587.

Exhibit "B" to Defendants' Answer (Deed of Trust.)

S. P. R. R. Co., S. P. Co., and Central Trust Co. of N. Y.

This indenture, made this 25th day of August, 1888, between the Southern Pacific Railroad Company a railroad corporation, duly organized and existing under the laws of the United States and of the State of Calfornia, party of the first part, the Southern Pacific Company, a corporation organized and existing under the laws of the State of Kentucky, and lessee of portions of the Southern Pacific Railroad, party of the second part, and the Central Trust Company of New York, a corporation created, organized and existing under the laws of the State of New York, party of the third part, witnesseth:

That whereas, the Southern Pacific Railroad Company, as it existed prior to the consolidation and amalgamation hereinafter set out, did, to secure the payment of its bonds in the sum of $46,000,000, heretofore, to wit, on the first day of April, 1875, make and execute its first mortgage on its entire line of railroad as then constituted, to wit, on the whole of its railroad and telegraph line running from the city of San Francisco, in the State of California, in a southerly and southeasterly direction, by way of Carnadero Junction, Salinas Valley, and Polonio Pass, to the Colorado river at or near the "Needles"; also from Carnadero Junction to San Benito; also from Los Gatos creek via Goshen to the junction with the first-mentioned line,

between Poso creek and Kern river; also from the junction near Tehachapi Pass via Los Angeles to the Texas Pacific Railroad near Fort Yuma, and also from Los Angeles to Wilmington, on San Pedro bay, aggregating eleven hundred and fifty (1,150) miles of railroad and telegraph line, more or less, and on the several sections of land granted to said Southern Pacific Railroad Company by the acts of Congress of July 27, 1866, and March 3, 1871, as stated in said mortgage, saving, excepting, and reserving, however, all parts and parcels of said lands which had been sold or contracted to be sold or disposed of theretofore, or which were or should be included in the rights of way of said railroads and telegraph lines of said company as defined and granted by the acts of Congress aforesaid, or used for the construction or operation thereof, or for the track, yards, depot grounds, buildings or erections thereof.

And whereas, subsequent thereto, by instrument in writing dated the fourth day of May, 1888, and pursuant to the laws of the State of California in such cases made and provided, the San Jose and Almaden Railroad Company, the Pajaro and Santa Cruz Railroad Company, the Monterey Railroad Company, the Monterey Extension Railroad Company, the Southern Pacific Branch Railway Company, the San Pablo and Tulare Railroad Company, the San Pablo and Tulare Extension Railroad Company, the San Ramon Valley Railroad Company, the Stockton and Copperopolis Railroad Company, the Stockton and Tulare Railroad Company, the San Joaquin Valley and Yosemite Railroad Company, the Los Angeles and San Diego Railroad Company, the Los Angeles and Inde-

pendence Railroad Company, the Long Beach, Whittier and Los Angeles County Railroad Company, the Long Beach Railroad Company, the Southern Pacific Railroad Extension Company, and the Ramona and San Bernardino Railroad Company (railroad corporations organized and existing under the laws of the State of California) amalgamated and consolidated their capital stocks, debts, properties, assets, and franchises with the capital stock, debts, properties, assets, and franchises of the Southern Pacific Railroad Company of California.

And whereas, by force and effect of said amalgamation and consolidaton, the said party of the first part has succeeded to all of the debts, properties, assets, and franchises of said several railroad companies, and now holds and owns the several lines of railroad heretofore owned and held by them respectively, together with their respective properties, assets, and franchises.

And whereas, the said Pajaro and Santa Cruz Railroad Company, to aid in the construction and completion of its line of railroad, did, prior to said amalgamation and consolidation, authorize the issuance of five hundred and thirty (530) of its thirty-year first mortgage bonds of one thousand dollars each, bearing date the first day of January, 1885, bearing interest at the rate of six per cent per annum, payable semiannually, secured by a mortgage or deed of trust bearing date the first day of January, 1885, to S. T. Gage and E. B. Ryan, and covering its railroad, commencing at the town of Pajaro, in the county of Monterey, in the State of California, and extending thence to the city of Santa Cruz, in the county of Santa Cruz, in said State, with a branch line commencing at the town of

Aptos, in said county of Santa Cruz, and running thence in a northerly and northeasterly direction, following the meanders of Aptos creek to the point of confluence of said creek with the creek running from White's Lagoon, a distance of twenty-six miles, as near as may be, together with all its corporate rights, its appurtenances, etc.

And whereas, the said Monterey Railroad Company, to aid in the construction and completion of its line of railroad, did, prior to said amalgamation and consolidation, authorize the issuance of two hundred and fifty (250) of its twenty-year first mortgage bonds of one thousand dollars each, bearing date the first day of April, 1880, bearing interest at the rate of five per cent per annum, payable semiannually, secured by a mortgage or deed of trust bearing date the ninth day of March, 1880, to Stephen T. Gage and E. B. Ryan, and covering the whole of the railroad line of said company, commencing at or near the town of Castroville, in the county of Monterey, in the State of California, and running through the county of Monterey to a point at or near the city of Monterey in said county, a distance of fifteen and four-tenths (15.4) miles, together with all its corporate rights, its appurtenances, etc.

And whereas, the said Southern Pacific Branch Railway Company, to aid in the construction and completion of its line of railroad, did, prior to said amalgamation and consolidation, authorize the issuance of nine thousand of its fifty-year first mortgage bonds of one thousand dollars each, bearing date the first day of April, 1887, bearing interest at the rate of six per cent per annum, payable semiannually, secured by a mortgage or deed of trust

bearing date the twenty-fourth day of November, 1886, to William E. Brown and Gerrit L. Lansing, and covering the whole of the railroad line of the said company, commencing at a point near San Miguel, in the county of San Luis Obispo, in the State of California, there connecting with the railroad of the Southern Pacific Railroad Company, and running from thence in a general southeasterly direction through and into the counties of San Luis Obispo, Santa Barbara, Ventura, and Los Angeles, to a connection with the railroad of the Southern Pacific Railroad Company, near Newhall, in said Los Angeles county, a distance of about two hundred and fifty miles, as near as may be, together with all the corporate rights pertaining to said road, its appurtenances, etc.

And whereas, the said San Pablo and Tulare Railroad Company, to aid in the construction and completion of its line of railroad, did, prior to said amalgamation and consolidation, authorize the issuance of three thousand seven hundred and fifty (3,750) of its thirty-year first mortgage bonds of one thousand dollars each, bearing date the first day of April, 1878, bearing interest at the rate of six per cent per annum, payable semiannually, secured by a mortgage or deed of trust bearing date the second day of September, 1878, to Albert Gallatin and Charles Miller, and covering its line of railroad, constructed and unconstructed, running from a point at or near Martinez, in the county of Contra Costa, through the counties of Contra Costa, San Joaquin, Stanislaus, Merced, and Fresno, to a point at or near Los Gatos creek, a distance of one hundred and fifty (150) miles, as near as may be, with all rolling stock, appurtenances, etc.

And whereas, the said Los Angeles and San Diego Railroad Company, to aid in the construction of its line of railroad, did, prior to said amalgamation and consolidation, authorize the issuance of two thousand eight hundred (2,800) of its thirty-year first mortgage bonds of one thousand dollars each, bearing date the first day of July, 1880, with interest at the rate of six per cent per annum, payable semiannually, secured by a mortgage or deed of trust bearing date the second day of December, 1880, to S. T. Gage and E. B. Ryan, and covering its railroad line constructed and unconstructed, from the city of Los Angeles, in a southerly direction, to the city of San Diego, in the southwestern part of the State of California, with all rolling stock, appurtenances, etc., a distance of 140 miles, as near as may be.

And whereas, there are now outstanding $530,000 of said Pajaro and Santa Cruz Railroad Company's bonds; $220,000 of said Monterey Railroad Company's bonds (the balance of $30,000 having been redeemed, canceled and retired); $3,145,000 of said Southern Pacific Branch Railway Company's bonds (the balance, $5,855,000, being unissued and in the hands of the party of the first part); $1,023,000 of said San Pablo and Tulare Railroad Company's bonds (the balance, $2,727,000, being unissued and in the hands of the party of the first part); and $556,000 of the said Los Angeles and San Diego Railroad Company's bonds (the balance, $2,244,000, being unissued and in the hands of the party of the first part).

And whereas, said mortgages and each of them are valid and subsisting liens upon the lines of railroad heretofore described, and now the property of the party of the first part.

And whereas, the owners of all the outstanding bonds heretofore issued as aforesaid by the Pajaro and Santa Cruz Railroad Company, the Monterey Railroad Company, the San Pablo and Tulare Railroad Company, and the Los Angeles and San Diego Railroad Company are willing to surrender said bonds and permit the respective mortgages heretofore made to secure the payment thereof, and hereinbefore described, to be satisfied of record and canceled, and receive in lieu thereof new fifty-year five per cent bonds secured by this mortgage.

And whereas, the party of the first part desires and intends to redeem and take up said mortgage bonds issued by said constituent companies, to-wit, the outstanding mortgage bonds of the Pajaro and Santa Cruz Railroad Company in the sum of $530,000, the outstanding mortgage bonds of the Monterey Railroad Company in the sum of $220,000, the outstanding mortgage bonds of the San Pablo and Tulare Railroad Company in the sum of $1,023,000, and the outstanding mortgage bonds of the Los Angeles and San Diego Railroad Company in the sum of $556,000, and retire the same, and to destroy, cancel, and retire the unissued bonds of the San Pablo and Tulare Railroad Company in the sum of $2,727,000, and the unissued bonds of the Los Angeles and San Diego Railroad Company in the sum of $2,244,000 and cause said existing mortgages to be satisfied of record and canceled, and, as rapidly as the same can be done upon terms satisfactory to the party of the first part, to arrange for the redemption of the mortgage bonds issued by said Southern Pacific Branch Railway Company, and when arrangements have been made for the redemption of all of such bonds

to cause the same to be canceled, and the mortgage securing the same to be satisfied of record, and in lieu of said outstanding bonds to issue new fifty-year five per cent bonds secured by this mortgage, and said party of the first part desires and intends to pay off and discharge the floating debt incurred in the construction and completion of certain portions of its lines of railroad, and desires to complete the construction and equipment thereof, and to that end desires and intends to issue its bonds in an amount necessary to accomplish said objects and purposes, and to secure the payment thereof by mortgage upon certain of its constituent lines of railroad hereinafter more particularly described.

And whereas, heretofore, to wit, on the 21st day of August, 1888, the board of directors of said Southern Pacific Railroad Company, at a meeting of said board, at which all the members thereof were present, by a resolution to that effect, which was unanimously adopted, passed, and concurred in, did determine and direct that bonds of said company be prepared, executed, and issued in its name and under its corporate seal, and signed by its president and secretary, to bear date the first day of October, 1888, in the sum of one thousand dollars each, to the number of thirty-eight thousand, numbered from one to thirty-eight thousand, inclusive, payable to the Central Trust Company of New York, or to the bearer thereof, fifty years after date, with interest at the rate of five per cent per annum, payable semiannually, on the first days of April and October of each year ensuing its date, payable both principal and interest in United States gold coin in the city of New York.

And whereas, the said board of directors, at the meeting aforesaid, and in the manner and form, and by the vote aforesaid, did further order and direct that said bonds should be drawn in substantially the following form, to wit:

$1,000. United States of America. $1,000.

Southern Pacific Railroad Company (of California).

First Mortgage Five Per Cent Gold Bond.

The Southern Pacific Railroad Company (of California) acknowledges itself indebted to the Central Trust Company of New York, or to the bearer hereof, in the sum of one thousand dollars gold coin of the United States, which sum it promises to pay to the bearer hereof, or, if registered, to the registered holder hereof, fifty years after date, and it further promises that on presentation and surrender at or after maturity of the respective interest coupons hereunto annexed, it will pay to the person presenting the same, or, if this bond is registered and the interest coupons appertaining thereto canceled, it will pay to the registered holder hereof, interest on such principal sum at the rate of five per cent per annum, semiannually, on or after the first day of April and October of each year ensuing the date hereof, both principal and interest payable at the office or agency of the company in the city of New York, in United States gold coin.

This is one of the first mortgage bonds issued under and secured by the indenture of mortgage or deed of trust from this company to the Central Trust Company of New York, trustee, dated the twenty-fifth day of August, 1888.

None of said bonds are to be in anywise binding or obligatory unless authenticated by a certificate endorsed

thereon, signed by said trustee or its successor or successors in said trust.

This bond may, at any time, upon production thereof to said railroad company, and proper endorsement being made thereon, and either with or without the surrender to said railroad company for cancellation of all unpaid interest coupons appertaining thereto, be registered upon the books of the company in the name of the holder thereof, and thereupon its transferability by delivery will cease, and thereafter it can be transferred only by the registered holder or his attorney by transfer duly made upon said books.

In witness whereof, the said Southern Pacific Railroad Company has caused its corporate seal to be hereunto affixed, and this bond to be signed by its president and secretary, this first day of October, one thousand eight hundred and eighty-eight.

SOUTHERN PACIFIC RAILROAD COMPANY,

_____,

President.

_____,

Secretary.

And whereas, the said board of directors, at the meeting aforesaid, and in the manner and form and by the vote aforesaid, did further direct that to each of said bonds there should be attached one hundred interest coupons, numbered respectively from one to one hundred, inclusive, substantially in the following form, to-wit:

$25. (Coupon.) $25.

Southern Pacific Railroad Company (of California).

First Mortgage Five Per Cent Gold Bond No. ——.

Interest coupon for twenty-five dollars, due ————, payable in the city of New York, in United States gold coin.

Coupon No. ——. ————,

Treasurer.

And that all such coupons should bear the impression of the engraved signature of the treasurer, which impression should be regarded and treated, in fact and in law, as equivalent to a manual signing by said officer.

And whereas, the said board of directors, at the meeting aforesaid, and in manner and form and by the vote aforesaid, did further direct that, to secure the payment of said bonds, a mortgage upon certain of its constituent lines of railroad and telegraph and upon certain of its lands should be executed in its name and under its corporate seal, and be signed by its president and secretary, to the Central Trust Company of New York as trustee for the holders of said bonds; said mortgage to cover the railroad and telegraph line, rolling stock, stations, fixtures, and franchises held, owned, and possessed by it in the following constituent lines of railroad, all lying within the State of California:

First.—Running from Hillsdale to the town of New Almaden, all in Santa Clara county, being seven and eight-tenths (7.8) miles in length, more or less.

Second.—Running from Pajaro, in Monterey county, to Santa Cruz, in Santa Cruz county; also running from Ap-

tos, in said Santa Cruz county, northerly and northeasterly, about five miles, being twenty-six and two-tenths (26.2) miles in length, more or less.

Third.—Running from a point at or near Castroville Station in Monterey county to a point at or near Monterey in said county; thence northwesterly to a point at or near Pacific Grove Retreat; and thence southwesterly to a point near the mouth of the Carmel river—an estimated length of thirty-one and twelve-hundredths (31.12) miles.

Fourth.—Running from a point near San Miguel in San Luis Obispo county, in the State of California, there connecting with the railroad of the Southern Pacific Railroad Company, and running from thence in a general southeasterly direction through and into the counties of San Luis Obispo, Santa Barbara, Ventura, and Los Angeles, to a connection with the railroad of the Southern Pacific Railroad Company in said Los Angeles county near Newhall, being about two hundred and fifty (250) miles in length.

Fifth.—Running from a point near Martinez, in Contra Costa county, to Tracy, in San Joaquin county, a distance of forty-seven and fifty-eight hundredths (47.58) miles, more or less; running thence from Tracy through the counties of San Joaquin, Stanislaus, Merced, Fresno, and Tulare, to a connection with the San Joaquin division of the railroad of the party of the first part at or near Pampa, in the county of Kern, a distance of two hundred and sixty miles, more or less, and aggregating three hundred and seven and fifty-eight hundredths (307.58) miles, more or less.

Sixth.—Running from a point at or near Avon in Contra Costa county to a point on the Central Pacific Railroad at or near Pleasanton, in the county of Alameda, a distance of thirty-five (35) miles, more or less.

Seventh.—Running from a point at or near Oakdale, in Stanislaus county, through and into the counties of Stanislaus, Merced, Fresno, and Tulare, to a point at or near the town of Poso, in Kern county, a distance of two hundred (200) miles, more or less, with branches connecting with the Central Pacific Railroad to or near Modesto in Stanislaus county, a distance of sixteen (16) miles, more or less, to or near Merced, in Merced county, a distance of ten (10) miles, more or less, to or near Sycamore, in Fresno county, a distance of ten (10) miles, more or less, to or near Fresno, in Fresno county, a distance of ten (10) miles, more or less, with a branch to or near Tulare in Tulare county, there connecting with the San Joaquin Division of the railroad of the party of the first part, a distance of sixteen (16) miles, more or less; said line and branches being two hundred and sixty-two (262) miles in length, more or less.

Eighth.—Running from Berenda Station, in Fresno county, to a point at or near Perry's Ranch in said county, a distance of twenty-five (25) miles, more or less.

Ninth.—Running from a point at or near the city of Los Angeles, in the county of Los Angeles, to the towns of Anaheim and Santa Ana, in said county, and thence through the counties of Los Angeles and San Diego, to a point at or near the city of San Diego, in said last-mentioned county, a distance of one hundred and forty (140) miles, more or less.

Tenth.—Running from a point at or near the city of Los Angeles to Santa Monica, in Los Angeles county, a distance of eighteen and fifty hundredths (18.50) miles, more or less.

Eleventh.—Running from a point at or near Long Beach, in Los Angeles county, to Whittier, thence to Ramona, a distance of thirty (30) miles, more or less; also running from a point at or near Los Angeles to a point on the main line of the railroad of the party of the first part, between El Monte and Puente, and thence northeasterly to a point on or near San Dimos creek, a distance of thirty (30) miles, more or less—all in said county of Los Angeles, and aggregating sixty (60) miles in length, more or less.

Twelfth.—Running from a point at or near Long Beach Junction, in Los Angeles county, to the town of Long Beach; thence easterly to the boundary line between the Ranchos Los Cerritos and Los Alamitos, in said county—a distance of four (4) miles, more or less.

Thirteenth.—Running from a point on the line of the Wilmington Division of the railroad of the party of the first part, between the towns of Wilmington and San Pedro, in the county of Los Angeles, through said town of San Pedro, to a point at or near Point Fermin; thence westerly through the lands of the San Pedro Harbor, Dock and Land Association to the westerly boundary of said lands—all in the county of Los Angeles, and being five (5) miles in length, more or less.

Fourteenth.—Running from a point at or near Ramona, in Los Angeles county, to a point at or near Crafton, in San Bernardino county, a distance of seventy-one (71) miles, more or less.

Fifteenth.—Running from the city of San Francisco, in a southerly and southeasterly direction by way of Carnadero Junction, Salinas Valley and Polonio Pass to Mojave Junction; also from Carnadero Junction to San Benito; also from Los Gatos creek via Goshen to the junction with the first-mentioned line between Poso creek and Kern river; also from the junction near Tehachapi Pass, via Los Angeles to Yuma, in the county of San Diego; and also from Los Angeles to Wilmington on San Pedro bay—aggregating nine hundred and eight miles of railroad and telegraph line, or thereabouts.

And also to cover the lands granted to the Southern Pacific Railroad Company by the acts of Congress of July 27, 1866, and March 3, 1871, above referred to, not sold or contracted to be sold or disposed of prior to the execution of this mortgage, or included in the right of way of the railroads and telegraph lines of the said company, or used or to be used for the construction or operation thereof, or for the track, yards, depot grounds, buildings, or erections thereof.

And whereas, said board of directors, at the meeting aforesaid, and in the manner and form and by the vote aforesaid, did further direct that a sinking fund should be created for the redemption and payment of said bonds by setting apart the sum of twenty thousand dollars of the net income derived by said company from the constituent lines of railroad herein mortgaged in the year 1898, and in each year thereafter, until all of said bonds, principal and interest, shall be redeemed or paid, in trust, to be loaned out at interest upon good securities, or otherwise invested, under the order and direction of said board

of directors, or used to redeem said bonds as often as twenty thousand dollars shall come into the sinking fund; in which case notice shall be published in one daily paper in the city of New York, and one daily paper in the city of San Francisco, for such length of time as the board of directors may order, that said bonds will be redeemed, and inviting bids for the surrender thereof, at prices to be named, the lowest bids to be accepted, and bonds redeemed to the extent of the money in the sinking fund.

And whereas, the Southern Pacific Company, party of the second part herein, and lessee of certain portions of the railroads of the party of the first part affected by this mortgage, has been in writing notified and informed of this mortgage and has, in writing, by order of its board of directors, given its consent thereto, and as an evidence of such consent has become a party hereto:

Now, therefore, this indenture witnesseth, that the said party of the first part, for the purpose of securing the payment of the sums of money mentioned in said bonds, and the interest thereon, and in consideration of the sum of one dollar to the said party of the first part in hand paid by the party of the third part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, enfeoffed, conveyed, and confirmed and by these presents do grant, bargain, sell, release, enfeoff, convey, and confirm, unto the said party of the third part, as trustee, and to its successors and assigns forever, the following property, now and hereafter constructed, purchased, acquired, held in possession, and owned by said party of the first part, to wit:

Its constituent lines of railroad lying within the State of California, and running:

First.—From Hillsdale to the town of New Almaden, all in Santa Clara county, being seven and eight-tenths (7.8) miles in length, more or less.

Second.—From Pajaro in Monterey county, to Santa Cruz, in Santa Cruz county; also running from Aptos, in said Santa Cruz county, northerly and northeasterly, about five (5) miles—being twenty-six and two-tenths (26.2) miles in length, more or less.

Third.—From a point at or near Castroville, in Monterey county, to a point at or near Monterey, in said county; thence northwesterly to a point at or near Pacific Grove Retreat; and thence southwesterly to a point near the mouth of Carmel river—an estimated length of thirty-one and twelve hundredths (31.12) miles.

Fourth.—From a point near San Miguel, in San Luis Obispo county, in the State of California, there connecting with the railroad of the Southern Pacific Railroad Company, and running from thence in a general southeasterly direction through and into the counties of San Luis Obispo, Santa Barbara, Ventura, and Los Angeles, to a connection with the railroad of the Southern Pacific Railroad Company in said Los Angeles county near Newhall, being about two hundred and fifty (250) miles in length.

Fifth.—From a point at or near Martinez, in Contra Costa county, to Tracy, in San Joaquin county, a distance of forty-seven and fifty-eight hundredths (47.58) miles, more or less; thence from Tracy through the counties of San Joaquin, Stanislaus, Merced, Fresno, and Tulare, to a connection with the San Joaquin Division of the railroad of the party of the first part, at or near Pampa, in the

county of Kern, a distance of two hundred and sixty (260) miles, more or less, and aggregating three hundred and seven and fifty-eight hundredths (307.58) miles, more or less.

Sixth.—From a point at or near Avon, in Contra Costa county, to a point on the Central Pacific Railroad, at or near Pleasanton, in the county of Alameda, a distance of thirty-five miles, more or less.

Seventh.—From a point at or near Oakdale, in Stanislaus county, through and into the counties of Stanislaus, Merced, Fresno, and Tulare to a point at or near the town of Poso, in Kern county, a distance of two hundred (200) miles, more or less, with a branch connecting with the main line of the Central Pacific Railroad to or near Modesto, in Stanislaus county, a distance of sixteen (16) miles, more or less, a branch to or near Merced, in Merced county, a distance of ten (10) miles, more or less, a branch to or near Sycamore, in Fresno county, a distance of ten (10) miles, more or less, a branch to or near Fresno, in Fresno county, a distance of ten (10) miles, more or less, a branch to or near Tulare, in Tulare county, there connecting with the San Joaquin Division of the railroad of the party of the first part, a distance of sixteen (16) miles, more or less; said line and branches being two hundred and sixty-two (262) miles in length, more or less.

Eighth.—From Berenda Station, in Fresno county, to a point at or near Perry's ranch, in said county, a distance of twenty-five (25) miles, more or less.

Ninth.—From a point at or near the city of Los Angeles, in the county of Los Angeles, to the towns of Anaheim and Santa Ana, in said county, and thence through

the counties of Los Angeles and San Diego to a point at or near the city of San Diego, in said last-mentioned county, a distance of one hundred and forty (140) miles, more or less.

Tenth.—From a point at or near the city of Los Angeles to Santa Monica, in Los Angeles county, a distance of eighteen and fifty hundredths (18.50) miles, more or less.

Eleventh.—From a point at or near Long Beach, in Los Angeles county, to Whittier; thence to Ramona, a distance of thirty (30) miles, more or less; also running from a point at or near Los Angeles to a point on the main line of the railroad of the party of the first part between El Monte and Puente, and thence northeasterly to a point on or near San Dimos creek, a distance of thirty (30) miles, more or less—all in said county of Los Angeles, and aggregating sixty (60) miles in length, more or less.

Twelfth.—From a point at or near Long Beach Junction in Los Angeles county to the town of Long Beach; thence easterly to the boundary line between the Ranchos Los Cerritos and Los Alamitos in said county—a distance of four (4) miles, more or less.

Thirteenth.—From a point on the line of the Wilmington Division of the railroad of the party of the first part, between the towns of Wilmington and San Pedro, in the county of Los Angeles, through said town of San Pedro, to a point at or near Point Fermin; thence westerly through the lands of the San Pedro Harbor, Dock and Land Association to the westerly boundary of said lands —all in the county of Los Angeles, and being five (5) miles in length, more or less.

Fourteenth.—From a point at or near Ramona, in Los Angeles county, to a point at or near Crafton, in San Bernardino county, a distance of seventy-one (71) miles, more or less.

Fifteenth.—From the city of San Francisco in a southerly and southeasterly direction by way of Carnadero Junction, Salinas Valley and Polonio Pass to Mojave Junction; also from Carnadero Junction to San Benito; also from Los Gatos creek via Goshen to the junction with the first-mentioned line between Poso creek and Kern river; also from the junction near Tehachapi Pass via Los Angeles to Yuma, in the county of San Diego; also from Los Angeles to Wilmington on San Pedro bay, aggregating nine hundred and eight (908) miles of railroad and telegraph line, or thereabouts.

Including all the rights of way, roadway, track and tracks, together with all the superstructures, depots, depot grounds, station houses, watering places, sidetracks, turnouts, turntables, weighing scales, locomotives, tenders, cars, rolling stock of all kinds, equipments, fixtures, tools, telegraph lines, and all other property which may now or hereafter be acquired for the purpose of operating the constituent lines of railroad hereby mortgaged, including all of the said property which now is or may hereafter, in whole or in part, be constructed or completed, purchased, acquired, held, or owned by the said company, pertaining to that portion of the said lines of railroad hereby mortgaged, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging and appertaining, and the revision and reversions, remainder and remainders, rents, incomes, issues, and prof-

its thereof, with all the rights, titles, interest, estate, property, succession, claim, and demand, in law or equity, of the said party of the first part, of, in, and to the same, or any part or parcel thereof.

Also, all and singular the several sections of land so as aforesaid granted by said acts of Congress, and also all the estate, right, title, interest, claim, and demand whatsoever, at law or in equity, of, in, or to the same, or any part or parcel thereof, which said party of the first part now has, holds, owns, or is entitled to, or hereafter may or shall acquire, have, own, or be or become entitled to, by force or virtue of the said acts of Congress, saving, excepting, and reserving all parts and parcels of said lands which have been sold or contracted to be sold or disposed of heretofore, or which are or shall be included in the right of way of the railroads and telegraph lines of the said company, as defined and granted by the acts of Congress aforesaid, or used for the construction and operation thereof, or for the track, yards, depot grounds, buildings, or erections thereof.

To have and to hold the above granted and described premises, property, and franchises, with the appurtenances, unto the said party of the third part, and to its successors duly appointed, upon trust and for the use and benefit of the person or persons, body or bodies politic or corporate, who shall have become or be from time to time holders of the said first mortgage bonds secured hereby, or any of them.

Provided always, and these presents are upon the express condition, that if the said party of the first part, or its successors, shall well and truly pay or cause or pro-

cure to be paid unto the holders, from time to time, of said bonds and each and every one of them, the said sums of money secured to be paid by the said bonds, and the interest coupons attached thereto, at the places and times, and in the manner, set forth in the said bonds, according to the true intent and meaning thereof, then these presents, and the property, estate, rights, franchises, and privileges herein and hereby granted and conveyed shall cease, determine, and be void.

Until default shall be made by the said party of the first part, its successors and assigns, in the payment of the principal or interest of the said bonds, or some of them or some part thereof as hereinafter provided, the said party of the first part, its successors and assigns, shall be suffered and permitted to possess and enjoy the said premises, with their appurtenances, and all and singular the rights and franchises hereinbefore described, and to receive, take, and use the tolls, income, earnings, and profits thereof, and the trustee or trustees hereunder shall have full power in its or their discretion, upon written request of the party of the first part, its successors or assigns, to convey by way of release or otherwise, and fully release from the lien of this mortgage, any lands or other property of any description (except only the lands granted by acts of Congress, as hereinbefore prescribed) which in its or their judgment shall not be necessary for or for use in connection with the said railroads, and to consent to such changes in the location of tracks, depots, and other buildings as in its or their judgment may be expedient, and to make and deliver the releases and conveyances necessary to carry the same into effect, but any

lands or other property which may be acquired for permanent use in substitution for any so released or conveyed shall thereupon become subject to the lien of this mortgage, and upon request of the trustee or trustees hereunder shall be conveyed to it or them by the party of the first part, its successors or assigns, upon the trusts of these presents.

But if default shall be made in the payment of the said sums of money specified in said bonds, or in the payment of said interest coupons, or either of them, or any part thereof, and if the same shall remain unpaid for the period of six months from and after the time when the same should have been paid according to the terms of said bonds, then the said party of the third part, or its successor in said trust, by itself or its agents or servants in that behalf, may, upon request of the holder or holders of not less than one-fourth of said bonds then outstanding, on which the interest or principal shall be and have so remained in default as aforesaid, enter into and upon and take possession of all, or in its or their discretion any part of, the said constituent lines of railroad hereby mortgaged, and work and operate the said constituent lines of railroad, and receive the income, receipts, and profits thereof and out of the same pay:

First, the expense of running and operating the same, including therein reasonable counsel fees and such reasonable compensation as it may allow to the several persons employed or engaged in the running and superintendence of the same.

Second, the expense of keeping the said roads, the appurtenances, the locomotives, and the rolling stock

thereof in good and sufficient repair to prevent deterioration in the value thereof, and all other reasonable and proper charges and expenses of the care and management thereof.

And third, pay, as far as the same will suffice, all interest and principal, if any, which may be due on said bonds, and in case of any deficiency apply the said receipts, after the payment of all said charges and expenses, to the payment thereof, ratably, without preference of any kind.

Or the said party of the third part may, in case of default as aforesaid, and upon request as aforesaid, foreclose this mortgage, and sell and dispose of according to law, all of the constituent lines of railroad hereby mortgaged, together with all of the rights, property, privileges, franchises, real and personal, connected therewith or pertaining thereto, that are subject to this mortgage, with the appurtenances herein and hereby granted, or so much as may be necessary, and out of the money arising from such sale, pay:

First, the cost and charges and expenses of the foreclosure and sale.

Second, any expenses, costs and charges of the execution of the trust, previously incurred and remaining unpaid.

And third, distribute the residue of said proceeds among the holders of said bonds and coupons in proportion to their several interests until all have been paid in full, principal and accrued interest.

If any default shall be made in the payment of interest on any of said bonds for six months after demand at the

place of payment, when the same shall become due, then the said trustee may, on being requested by the holders of at least one hundred thousand dollars of such bonds, enter into and take possession of any of the lands above conveyed, and foreclose this mortgage thereon, and may sell at public auction upon like notice as hereinafter prescribed so much of said lands as may be necessary to discharge all arrears of such interest, and apply the proceeds, after deducting the cost, charges, and expenses of such entry, foreclosure, and sale, to the payment of such arrears of interest. If any such default shall continue for one year from the time of such demand and refusal, the principal sum of all bonds then outstanding shall become due and payable, and thereupon or upon default in the payment of the principal of such bonds at their maturity, the said trustee may enter into and take possession of all the lands above by these presents mortgaged or conveyed, foreclose this mortgage thereon, and sell at public auction all said lands, or so much thereof as may be necessary, first giving at least six months' previous notice of the time and place of sale in at least one newspaper published in the city of New York, and in one published in each of the cities of San Francisco, Sacramento, Los Angeles, and San Diego; and they shall apply the proceeds thereof, after deducting the costs, charges, and expenses of such last-mentioned entry, foreclosure, and sale, to the payment of all said bonds then outstanding, and the interest accrued thereon, rendering the surplus, if any there shall be, unto the said party of the first part.

In case of any sale upon any such foreclosure or at any such public auction, the said trustees shall make, execute, and deliver a conveyance of the said lands so sold, which shall convey to the purchasers all the rights and privileges of the said party of the first part, in and to the property so sold, to the same extent as the same shall have been previously enjoyed and held by the said party of the first part.

If after any such entry shall be made or any foreclosure proceedings shall be commenced, for the satisfying of interest only, as above provided, and before the lands are sold thereon, the said party of the first part shall pay and discharge such interest and deliver the coupons therefor to the said trustee, and pay all the costs, charges, and expenses incurred in such entry and foreclosure and the proceedings thereon, then and in every such case the said trustee shall discontinue its proceedings thereon, and restore to said party of the first part all of such lands, to be held subject to the above conveyance and mortgage, and subject to all the provisions, terms, and conditions of these presents, in like manner as if such entry had not been made, nor such foreclosure proceedings commenced.

All lands granted or conveyed under the acts of Congress hereinbefore referred to and in anywise covered or affected by the provisions hereof shall be subject to the express provision that if, and so long as the bonds issued under and secured by the said indenture of mortgage to D. O. Mills and Lloyd Tevis, dated April 1, 1875, or any thereof shall remain outstanding, any and all sales made in the manner in said last-mentioned indenture of mortgage prescribed shall absolutely and forever release the

said lands from any and all lien or encumbrance of, under, or in respect of this mortgage or the bonds issued thereunder; and if and when all the bonds issued under said indenture of mortgage of April 1, 1875, shall have been fully satisfied and discharged and the lien of such last-mentioned indenture of mortgage upon such lands fully released, then the said lands, so far as they remain unsold at that time, shall be subject to the like provisions in respect to sale and conveyance, and release from the lien of this mortgage, as are in said mortgage of April 1, 1875, prescribed in respect to sale, and conveyance, and release from the lien thereof.

This indenture further witnesseth, that said party of the first part hereby agrees and covenants to and with said party of the third part that it will create a sinking fund for the redemption and payment of said bonds, by setting apart the sum of twenty thousand dollars of the net income derived by it from the constituent lines of railroad herein mortgaged, in the year 1898, and in each year thereafter, until all of said bonds, principal and interest, shall be redeemed or paid, in trust, to be loaned out at interest upon goods securities, or otherwise invested under the order and direction of the board of directors of the party of the first part, or used to redeem said bonds as often as twenty thousand dollars shall come into the sinking fund; in which case notice shall be published in one daily paper in the city of New York, and one daily paper in the city of San Francisco, for such length of time as said board of directors may order, that said bonds will be redeemed, and inviting bids for the surrender thereof, at prices to be named, the lowest bids

to be accepted and bonds redeemed to the extent of the money in the sinking fund.

And this indenture further witnesseth, that the said party of the first part hereby agrees and covenants to and with the said party of the third part, and its successors in said trust, that it will pay all ordinary and extraordinary taxes, assessments, and other public burdens and charges which shall or may be legally imposed upon the property herein described and hereby mortgaged and every part thereof, and the said party of the third part, or its successors in said trust, or any one or more of the holders of said bonds, may, in case of default of the said party of the first part in this behalf, pay and discharge the same, and any other lien or encumbrance upon said property, which may in any way, either in law or equity, be or become in effect a charge or lien thereon prior to these presents, or to which this mortgage may be subject or subordinate, and, for all payments thus made, the parties so making the same shall be allowed interest thereon at the rate of six per cent per annum, and such payments, with the interest thereon, shall be and are hereby secured to them by these presents, and declared to be payable and collectible in the same sort of currency or money wherein they shall have been paid, and the same shall be payable by said party of the first part to said party of the third part, upon demand, in trust for the party or parties paying the same, and may be paid out of the proceeds of the sale of said property and franchises hereinbefore provided.

And this indenture further witnesseth, that the said party of the first part further covenants and agrees to

and with the said party of the third part, and its successors in said trust, that it will at any and all times hereafter, upon the request of the said party of the third part, execute, acknowledge, and deliver to the said party of the third part and its successors in said trust all and every such further necessary and reasonable conveyances and assurances of the said premises, or any part thereof, as may by the party of the third part or its successors in the trust hereby created, be reasonably advised or required for more fully carrying into effect the objects of this conveyance.

And the said party of the third part and its successors in said trust shall be entitled to receive a just and proper compensation for all services rendered by it or them in the discharge of said trust, and the same shall be deemed to be secured hereby. And it is hereby stipulated and agreed that the said party of the third part and its successors in said trust shall not be responsible for the acts or omissions of any agent or agents employed by it or them in any manner in and about the execution of the trust hereby created, when such agent or agents are selected with reasonable discretion, or with the approbation or with the knowledge and without the express disapprobation of said party of the first part.

This indenture further witnesseth, that should the said party of the third part for any reason fail, refuse, or become incompetent to discharge the duties or trusts herein conveyed to, imposed on, and accepted by it, then and in that event the board of directors of the party of the first part shall nominate and appoint a successor or successors to said party of the third part, which said suc-

cessor or successors shall be vested with the same properties, and clothed with the same powers, rights, and duties, and be subject to the same obligations, as the said party of the third part named herein, as fully as though he, they, or it had been named herein as such trustee or trustees.

And this indenture further witnesseth, that the party of the first part hereby agrees to take up, pay off, discharge, and retire the outstanding bonds of the Pajaro and Santa Cruz Railroad Company in the sum of five hundred and thirty thousand dollars ($530,000), the outstanding bonds of the Monterey Railroad Company in the sum of two hundred and twenty thousand dollars ($220,000), the outstanding bonds of the San Pablo and Tulare Railroad Company in the sum of one million and twenty-three thousand ($1,023,000) dollars, and the outstanding bonds of the Los Angeles and San Diego Railroad Company in the sum of five hundred and fifty-six thousand ($556,000) dollars, and to destroy, cancel, and retire all of said bonds unissued and in its hands, and cause said existing mortgages to be satisfied of record and canceled, and to take up said outstanding bonds with the new fifty-year five per cent bonds to be issued under this mortgage, upon such terms as may be agreed upon, said redemption and cancellation and satisfaction to be made without unnecessary delay.

It is further provided, covenanted, declared, and agreed that the party of the third part and its successors in the trust hereby created is and are from time to time to authenticate and certify as issued hereunder, and de-

liver to the party of the first part, its successors or assigns, first mortgage bonds in the form or substantially the form above prescribed, to amounts which shall aggregate, but shall not exceed, twenty-two thousand five hundred dollars par value of such bonds per mile for each mile of road constructed or acquired by the said party of the first part, its successors or assigns, and described in the foregoing thirteen subdivisions hereof, designated from "First" to "Third," both inclusive, and from "Fifth" to "Fourteenth," both inclusive, and for twenty-five miles in addition thereto, and to further amounts not exceeding seven thousand five hundred dollars per mile, additional thereto, for expenses and disbursements incurred in and about double tracking, masonry, iron bridges, rolling stock, or other betterments or improvements either to the permanent way, local or terminal facilities, or rolling stock. The said party of the third part, and its successors in the trust hereby created, is and are also from time to time to authenticate and certify as issued hereunder, and deliver to the party of the first part, its successors and assigns, additional first mortgage bonds in the form or substantially the form above prescribed, to the amounts to which bonds of the Southern Pacific Branch Railway Company issued or to be issued under and secured by the mortgage of November 24, 1886, hereinbefore referred to, shall have been deposited with the trustee hereunder.

All bonds so deposited with the trustee hereunder shall be held as collateral security for the bonds issued under this mortgage until all of the bonds issued under

and secured by such mortgage of the Southern Pacific Branch Railway Company shall have been so deposited, whereupon such deposited bonds shall be canceled and the mortgage securing the same shall be satisfied of record. While such Southern Pacific Branch Railway Company's bonds remain so on deposit with the trustee, neither such bonds nor the coupons appertaining thereto shall be required to be paid unless proceedings shall be taken for the foreclosure of the mortgage securing the same, in which case all the bonds and coupons which shall have been so deposited with the trustee shall be entitled to share for the benefit of the bonds issued under this mortgage, on equal terms with the other bonds issued under and secured by said Southern Pacific Branch Railway Company mortgage.

When said Southern Pacific Branch Railway Company mortgage shall have been satisfied of record, the party of the first part, its successors and assigns, shall be entitled from time to time to receive from the trustee hereunder, duly authenticated as issued under and secured by this mortgage, bonds in respect of the line described in the foregoing subdivision "Fourth" hereof, on the mileage basis of $22,500 and $7,500, as above prescribed, in respect of the lines described in subdivisions "First" to "Third," both inclusive, and from "Fifth" to "Fourteenth," both inclusive, due allowance being made on the basis of $30,000 per mile for the bonds theretofore issued against deposit of said Southern Pacific Branch Line bonds.

Authenticating certificates to such bonds are to be

signed, and deliveries thereof to be made, by the trustee under this mortgage from time to time upon presentation to it of certificates, in writing, executed by the president and chief engineer of the party of the first part, or its successors, reciting the facts authorizing delivery of such bonds hereunder, and without other evidence or proof of such facts; provided, however, that, notwithstanding anything herein contained, the party of the first part, or its successors, may at any time or from time to time, require the party of the third part or its successors to authenticate and certify hereunder and deliver to said party of the first part, its successors or assigns, and permit the sale of such amount or amounts of such bonds as the party of the first part or its successors may think fit; provided, that the proceeds of any such bonds issued in excess of the limits hereinabove prescribed shall be received by the trustee or trustees hereunder, and not by the party of the first part or its successors or appointees, and shall be disbursed by said trustee or trustees to the party of the first part or its successors or appointees, only pro rata as and when the party of the first part or its successors would have been entitled to receive such bonds under the foregoing provisions hereof; and provided, further that the total amount of bonds issued under or secured by this deed of trust is not in any event to exceed for all purposes herein mentioned the aggregate sum of thirty-eight million dollars.

In witness whereof, the said Southern Pacific Railroad Company, the party of the first part, has caused these

presents to be signed in its name by its president, and attested by its secretary, and sealed with its corporate seal.

SOUTHERN PACIFIC RAILROAD COMPANY,
By CHAS. F. CROCKER,
President.

Attest:
[Seal] J. L. WILLCUTT,
Secretary.

The Southern Pacific Company, party of the second part, the lessee of portions of the said Southern Pacific Railroad affected by the foregoing instrument, does hereby consent thereto, and hereby waives any and all objection it might or could have to the execution thereof, or to the issuance of the bonds therein provided for; provided that nothing in this consent or assent contained shall be construed as a grant of any of the property rights of said Southern Pacific Company, or of its franchises, to the mortgagee or trustee named herein.

In testimony whereof, said Southern Pacific Company has caused these presents to be signed in its name by its third vice-president and attested by its secretary, and its corporate seal to be hereunto affixed, this 25th day of August, 1888.

SOUTHERN PACIFIC COMPANY,
By CHAS. F. CROCKER,
Third Vice-President.

Attest:
[Seal] G. L. LANSING,
Secretary.

The Central Trust Company of New York, party of the third part to the foregoing mortgage or deed of trust, hereby accepts the trust created and declared in and by the foregoing instrument, and agrees to discharge the same pursuant to the provisions in that behalf therein contained.

In testimony whereof, said Central Trust Company of New York has caused these presents to be signed in its name by its second vice-president, and attested by its assistant secretary, and its corporate seal to be hereunto affixed, this seventh day of September, 1888.

CENTRAL TRUST COMPANY OF NEW YORK,

By E. FRANCIS HYDE,
Second Vice-President.

Attest:

[Seal] B. G. MITCHELL,
Secretary.

State of California,
City and County of San Francisco. } ss.

I, J. F. Kingwell, a notary public in and for the city and county of San Francisco, State of California, residing in said city and county, duly commissioned and sworn, do certify that on the 25th day of August, A. D. 1888, personally appeared before me, in said city and county, Charles F. Crocker, president of the Southern Pacific Railroad Company, and J. L. Willcutt, secretary of the Southern Pacific Railroad Company, who are both personally known to me to be the said officers of the said Southern Pacific Railroad Company, respectively, and the individ-

uals described in and who have executed the foregoing instrument as such officers of said company, and they each severally and personally then and there acknowledged to me that they executed the said instrument as the free act and deed of the said Southern Pacific Railroad Company, freely and voluntarily, and for the uses and purposes therein mentioned; and the said J. L. Willcutt, with whom I am personally acquainted, being duly sworn, did depose and say: That he resides in the city of Oakland, county of Alameda, and State of California; that he is and was the secretary of the Southern Pacific Railroad Company at the date and time he executed the foregoing instrument; that he knows the corporate seal of said company, and is and was at the date of execution of said instrument the legal custodian of said seal; that the seal affixed to the foregoing instrument was and is such corporate seal, and was by him so affixed by order of the board of directors of said Southern Pacific Railroad Company; that he signed his name thereto as secretary of said company by the like order. And the said J. L. Willcutt further said that he was acquainted with Charles F. Crocker, and knows that said Charles F. Crocker is and was president of the Southern Pacific Railroad Company at the date and execution of said instrument; that the signature of the said Charles F. Crocker subscribed to said instrument is in the genuine handwriting of the said Charles F. Crocker, and was thereto by him subscribed by the like order of the board of directors of said company, and in the presence of him, the said deponent.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[Seal] J. F. KINGWELL,

Notary Public in and for the City and County of San Francisco, California.

State of California,
City and County of San Francisco. } ss.

On this twenty-fifth (25) day of August, in the year one thousand eight hundred and eighty-eight (1888), before me, J. F. Kingwell, a notary public in and for the said city and county of San Francisco, State of California, duly commissioned and qualified, personally appeared Chas. F. Crocker, known to me to be the 3rd vice-president of the Southern Pacific Railroad Company, and G. L. Lansing, known to me to be the secretary of the Southern Pacific Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, this 25th day of August, A. D. 1888.

[Seal] J. F. KINGWELL,

Notary Public in and for the City and County of San Francisco, State of California.

State of New York,
City and County of New York. } ss.

On this 7th day of September, in the year 1888, before me, Charles Edgar Mills, a commissioner of the State of California, in and for the State of New York, residing in said city of New York, personally appeared E. Francis Hyde and Benjamin G. Mitchell, known to me to be the second vice-president and assistant secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal this 7th day of September, A. D. 1888.

[Seal] CHARLES EDGAR MILLS,
Commissioner for California in New York, 115 and 117 Broadway, N. Y. City.

[Endorsed]: Southern Pacific Railroad Company of the first part, Southern Pacific Company of the second part, and Central Trust Company of New York of the third part. Deed of trust. Dated August 25, 1888.

Recorded at the request of H. D. La Motte, Oct. 2nd, A. D. 1888, at 30 minutes past 4 P. M., in liber No. 21 of Mortgages, page 10, Records of San Mateo Co., Cal.

E. EIKERENKOTTER,
Recorder.
By Claude Fox,
Deputy Recorder.

Recorded at request of H. D. La Motte, in Book 84 of Mortgages, page 319 et seq., Oct. 3d, 1888, at 14 min. past 9 o'clock A. M., Records of Santa Clara Co., Cal.

Pd. $19.

CHAS. P. OWEN,
County Recorder.

Filed for record at the request of H. D. La Motte, Oct. 3, A. D. 1888, at 1 o'clock P. M., and recorded in Vol. 1 of Trust Deeds, page 123, San Benito County Records.

Pd. $19.

R. SHAW,
Recorder.
By Robt. Shaw,
Deputy Recorder.

Filed for record at the request of H. D. La Motte, Oct. 4, A. D. 1888, at 9 o'clock A. M., and recorded in Vol. 54 of Mortgages, page 83, Oct. 4, 1888, Santa Cruz County Records.

Paid, $19.

ED. MARTIN,
County Recorder.

Recorded at the request of H. D. La Motte, Oct. 4th, 1888, at —— minutes past 2 P. M., in Record A of Trust Deeds, page 409, Monterey County, Cal.

Recorder's fees, $19.

DAVID WALLACE,
County Recorder.

Recorded at request of H. D. La Motte, Oct. 6, 1888, at 30 minutes past 8 o'clock A. M., in Book "P" of Mortgages, at page 513 et seq., San Luis Obispo County Records.

$18.50.

[Seal] F. E. DARKE,
Recorder.
By F. E. Darke, Jr.,
Deputy.

Recorded at request of H. D. La Motte, at 25 min. past 10 A. M., Oct. 8, 1888, in Book W of Mortgages, page No. 1, Records of Santa Barbara County, Cal.

Pd. $18.50.

C. A. STUART,
County Recorder.

Recorded at the request of H. D. La Motte, Oct. 9th, A. D. 1888, at 8 min. past 9 o'clock A. M., in Book 11 of Mortgages, page 56, Records of Ventura Co., Cal.

$16.75, pd.

L. F. EASTIN,
County Recorder.
By Fred. Hund,
Deputy Recorder.

Recorded at request of H. D. La Motte, Oct. 10, 1888, at 48 min. past 8 A. M., in Book 179, page 74 of Mortgages, Los Angeles County Records.

Fees, $12.90.

FRANK A. GIBSON,
County Recorder.
By Arthur Bray,
Deputy.

Recorded at request of H. D. La Motte, Oct. 11, 1888, at 8 min. past 8 A. M., in Book 11 of Mortgages, page 129, Records San Bernardino County.

$18.50, paid.

LEGARE ALLEN,
County Recorder.
By Gordon G. Ives,
Deputy Recorder.

Received for record Oct. 12, 1888, at 9 o'clock A. M., at request of H. D. La Motte, and recorded in Book No. 43 of Mortgages, page 1 et seq., San Diego Co., Cal.

Fees.....$23.50, pd.
Comparing. 3

26.50, pd.

E. G. HAIGHT,
County Recorder.
By B. F. Moore,
Deputy.

Recorded at request of H. D. La Motte, Oct. 13th, 1888, at 25 min. past 9 o'clock A. M., in Book 8 of Mortgages, page 376, Records of Kern County.

Fees, $20.00, paid.

N. R. PACKARD,
County Recorder.
By F. A. Shedd,
Deputy.

Recorded at request of H. D. La Motte, at 43 min. past 7 A. M., October 15th, 1888, in Vol. 4 of Trust Deeds, page 446 et seq., Records of Tulare County, Cal.

Fees, $20.00, pd.

W. F. THOMAS,
County Recorder.

Recorded at request of H. D. La Motte, at 45 min. past 1 P. M., Oct. 15th, 1888, in Vol. 86 of Deeds of Fresno County Records, pp. 195 et seq.

$20.

C. L. WAINWRIGHT,
Recorder.

Recorded at request of H. D. La Motte, October 16th, 1888, at 40 min. past 8 A. M., in Book "P" of Mortgages, page 106, Records of Merced County.

$20.00, paid.

J. G. ELLIOTT,
County Recorder.

Recorded at request of H. D. La Motte, October 16th, 1888, at 25 min. past 1 P. M., in Liber 35, Deeds of Trust, page 65, Records of Stanislaus County.

Fee, $10.50.

C. S. ABBOTT,
County Recorder.
By E. E. Howard,
Deputy.

Recorded at the request of H. D. La Motte, October 17th, 1888, at 40 minutes past 12 o'clock M., in Book "N" of Mortgages, page ——, Calaveras County Records.

$20.00.

A. L. WYLLIE,
Recorder,
By Edw. Casey,
Deputy.

Recorded at request of H. D. La Motte, October 18th, 1888, at 35 min. past 10 o'clock A. M., in Book "A," Vol. 64, page 458 of Deeds, San Joaquin County Records.

$20.00, paid.

[Seal]

J. F. MOSELEY,
County Recorder.
By G. E. Housken,
Deputy.

Recorded at request of H. D. La Motte, October 18th, A. D. 1888, at 30 min. past 4 P. M., in Vol. 54 of Deeds, page 267, Records of Contra Costa County.

$17.50, pd.

C. S. COUSINS,
County Recorder.
By A. E. Dunkel,
Deputy Recorder.

Recorded in the office of the county recorder of the city and county of San Francisco, Oct. 24, 1888, at 45 min. past 9 o'clock A. M., in Liber 1320 of Deeds, page 85.

A. T. SPOTTS,
County Recorder.
By C. H. McCourtney,
Deputy.

Recorded Oct. 26th, 1888, at 46 min. past 3 P. M., in Liber 302 of Mortgages, page 1, Records of Alameda County.

F. D. HINDS,
County Recorder.

Recorded in the office of the county recorder of the city and county of San Francisco, Oct. 27th, 1888, at 25 min. past 10 o'clock A. M., in Liber 890 of Mtgs., page 283.

A. T. SPOTTS,
County Recorder.

[Endorsed]: Deed of Trust. Southern Pacific Railroad Company of the first part, Southern Pacific Company of the second part, and Central Trust Company of New York of the third part. Dated August 25, 1888. Filed Jan. 22, 1895. Wm. M. Van Dyke, Clerk.

In the United States Circuit Court, Southern District of California, Ninth Circuit.

UNITED STATES OF AMERICA,
Plaintiffs,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY,
Defendant.

Bill of Complaint in Cause No. 662.

To the Judges of the Circuit Court of the United States, for the Southern District of California.

The United States, by the attorney general thereof, bring this their bill of complaint against the Southern Pacific Railroad Company, a corporation, created by, organized under, and existing by virtue of the laws of the State of California, and a resident of said State, with its principal offices located in the city of San Francisco, California.

I.

And thereupon your orators allege and show unto the Court that since the year 1846 the United States have been, and still are, the absolute owners by title in fee simple, and in possession of, that certain tract of land, to wit, the northwest quarter of section 17, in township 7 south, range 3 east, San Bernardino base and meridian, within this judicial district.

II.

Your orators further allege upon information and belief that the defendant corporation claims to own said tract of land under and by virtue of an act of Congress approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railroad Company, and to aid in the construction of its road, and for other purposes." (16 U. S. Stats. 573-9.)

III.

And your orators allege that said Southern Pacific Railroad Company claims and pretends that it has complied with all the terms and conditions of said act, and especially with the terms and conditions of section 23 of said act, and claims that said land was granted to it by said act; but your orators allege, upon their information and belief, that each and all of said claims and pretenses are unfounded.

IV.

And your orators allege that said tract of land is not within the primary or granted limits of any grant ever made by Congress to said railroad company; but your orators allege that said railroad company claims and pretends that said land is situated within the indemnity limits of a grant made to said railroad company by said act of Congress of March 3, 1871, but which claim is unfounded. And said defendant claims and pretends that on or about the third day of October, 1887, said railroad company selected said land as indemnity land inuring to it under said act of Congress of March 3, 1871, and that the secretary of

the interior of the United States approved said selection and certified said land to said railroad company.

V.

Your orators allege that on or about the third day of October, 1887, the secretary of the interior of the United States inadvertently and without any authority of law did certify said land to said railroad company as indemnity land, under said act of Congress of 1871.

VI.

Your orators allege that in July, 1887, one Joseph Crawford, then a citizen of the United States, settled upon said land, claiming the same as a homestead under the homestead laws of the United States, it then being public land, and said Crawford then being qualified to enter said land as a homestead; and thereafter and before said Crawford was required by the laws of the United States to enter said land at the United States landoffice, said defendant railroad company selected, or pretended to select, said land as indemnity as aforesaid, and thereby prevented said Crawford from entering said land and obtaining the legal title thereto under the homestead laws of the United States, of which selection and approval thereof said Crawford had no notice or knowledge.

VII.

And your orators allege that from the date of his settlement upon said land in July, 1887, as aforesaid, down to the present time, said Crawford has continued to occupy and reside upon and cultivate said land, claiming the

same as a homestead, complying with all the requirements of the homestead laws of the United States, and prior to the time of the commencement of this suit he attempted to enter said land at the United States landoffice at Los Angeles, California, and tendered the fees for such entry, but his said entry was rejected, for that said land had been illegally, erroneously, and inadvertently certified to defendant railroad company.

VIII.

Your orators further allege that on the —— day of ——, 1890, upon an order issued by the secretary of the interior, and upon due notice to the defendant railroad company, said Crawford contested the right of said railroad company to select said land as indemnity before the commissioner of the general landoffice, and a decision was rendered therein by said commissioner, on or about the —— day of ——, 1890, holding that said land was not subject to selection by said railroad company as indemnity, for that on the third day of October, 1887, said land was settled upon and occupied by said Crawford, as a homestead, and thereafter, upon appeal to the secretary of the interior by defendant railroad company, the decision of the commissioner of the general landoffice was affirmed by said secretary.

IX.

Your orators allege that said tract of land has never been granted to defendant railroad company by any act of Congress, either as land within primary or place limits or as indemnity land.

X.

Your orators allege that more than ninety days prior to the commencement of this suit, the secretary of the interior demanded in writing from the defendant railroad company that said company should reconvey and relinquish to the United States the above-described tract of land, which said demand was refused and not complied with by defendant railroad company.

Your orators further allege that the amount in controversy in this suit, exclusive of interest and costs, exceeds the sum and value of $2,000.

Wherefore, your orators, having no plain, speedy, or adequate remedy at law, pray that their title to said land may be quieted, and that defendant be forever enjoined and restrained from having or claiming any right, title, or interest therein.

And your orators further pray that said pretended certification of said loan to defendant railroad company be vacated and annulled and decreed to be void.

And your orators pray for such other and further relief as may to the Court seem equitable, and for costs of suit.

And your orators further pray that if it shall be found that the defendant railroad company has sold and conveyed said lands to any person in good faith, and for value, without notice or knowledge of the rights and claims of your orators to said land, then your orators pray that an accounting may be had to determine the value of said land, and that your orators have judgment against defendant railroad company for the value of such land.

Your orators further pray that the writ of subpoena be issued out of and under the seal of this Honorable Court, directed to the Southern Pacific Railroad Company, commanding said defendant upon a certain day, and under a certain penalty therein, to be inserted, to be and to appear before this Honorable Court, and then and there to answer the premises, and to stand to and abide such further order and decree therein as shall be agreeable to equity and to good conscience. And your orators will ever pray.

Your orators expressly waive answer under oath by the defendant.

JUDSON HARMON,
Attorney General.

JOSEPH H. CALL,
Special Asst. U. S. Atty.

GEORGE J. DENIS,
U. S. Attorney.

[Endorsed]: 662. In the United States Circuit Court, Southern District of California, Ninth Circuit. United States v. Southern Pacific Railroad Company. Complaint. Filed Oct. 11, 1895. Wm. M. Van Dyke, Clerk. Jos. H. Call, Attorney for Plaintiffs.

UNITED STATES OF AMERICA.

Circuit Court of the United States, Ninth Circuit, Southern District of California.

IN EQUITY.

Subpoena.

The President of the United States of America, Greeting, to the Southern Pacific Railroad Company:

You are hereby commanded that you be and appear in said Circuit Court of the United States aforesaid, at the courtroom, in Los Angeles, on the fourth day of November, A. D. 1895, to answer a bill of complaint exhibited against you in said court by the United States of America, and to do and receive what the said Court shall have considered in that behalf. And this you are not to omit, under the penalty of five thousand dollars.

Witness, the Honorable MELVILLE W. FULLER, Chief Justice of the United States, this 11th day of October, in the year of our Lord one thousand eight hundred and ninety-five, and of our independence the one hundred and twentieth.

[Seal] WM. M. VAN DYKE,
Clerk.

Memorandum Pursuant to Rule 12, Supreme Court, U. S.

You are hereby required to enter your appearance in the

above suit, on or before the first Monday of November next, at the clerk's office of said Court, pursuant to said bill; otherwise the said bill will be taken pro confesso.

WM. M. VAN DYKE,
Clerk.

United States Marshal's Office,
Southern District of California.

I hereby certify that I received the within writ on the 11th day of October, 1895, and, after due and diligent search and inquiry, I am unable to find the president, secretary, managing agent, or other general officer of the Southern Pacific Railroad Company, the corporation defendant named within, within the Southern District of California, upon whom to serve this subpoena in equity. I therefore return the same not served.

Los Angeles, October 12th, 1895.

N. A. COVARRUBIAS,
U. S. Marshal.
By H. T. Christian,
Deputy.

[Endorsed]: No. 662. U. S. Circuit Court, Ninth Circuit, Southern District of California. In Equity. United States of America vs. The Southern Pacific Railroad Company. Subpoena. Return not found. Filed Oct. 12, 1895. Wm. M. Van Dyke, Clerk.

In the Circuit Court of the United States, Ninth Circuit, for the Southern District of California.

IN EQUITY.

UNITED STATES OF AMERICA, Plaintiffs,
vs.
SOUTHERN PACIFIC RAILROAD COMPANY, Defendant.
No. 662.

Answer.

The answer of the Southern Pacific Railroad Company, defendant, to the bill of complaint of the United States of America, plaintiffs.

This defendant, now and at all times hereafter saving to itself all and all manner and benefit or advantage of exception or otherwise that can or may be had or taken to the many errors, uncertainties, and imperfections in the said bill of complaint contained, for answer thereto, or to so much thereof as this defendant is advised it is material or necessary for it to make answer to, answering says:

First.—It is true, as alleged in the bill of complaint, that it is a corporation; that the land described in the bill of complaint is situated within the Southern District of California; and that the matter in dispute in this suit ex-

ceeds, exclusive of interest and costs, the sum or value of two thousand dollars.

Second.—It is true that in the year 1846 the plaintiffs became the absolute owners of the land in suit by title in fee simple; but on March 3, 1871, the Congress of the United States made a grant of lands to this defendant, and the land in suit is a portion of the lands within the indemnity limits of that grant—the full particulars of which grant will be shown in this answer. The defendant denies that the plaintiffs are, or have been at any time since March 3, 1871, the absolute owners of the said land by title in fee; or that they are now, or have been at any time since October 3, 1887, the owners of the said land at all, or of any title, right, or interest whatsoever in the same.

Third.—It is true, as alleged in the bill of complaint, that the defendant claims to own the land in suit under and in virtue of the provisions of the act of Congress therein mentioned; and that the defendant claims to have complied with all the terms and conditions of that act, including section 23 thereof; and that the defendant claims that the said land is situated within the indemnity limits of, and was granted to it, by the said act; and that the defendant claims to have selected the land on October 3, 1887, as indemnity land inured to it under the said act. It is not true, as alleged in the bill of complaint, that the land in suit is not within the primary or indemnity limits of any grant ever made by Congress to the defendant, nor that the said claims of the defendant are pretenses and unfounded; but the defendant says that the land in suit

is within the indemnity limits of its said grant from Congress, and each of said claims is, and all of them are, true and founded in fact.

Fourth.—It is also true that the secretary of the interior certified the land in suit to this defendant as indemnity land under the provisions of the said act; and in this behalf the defendant says: On October 3, 1887, the defendant selected the land in suit as indemnity land of its said grant, and on that day the register and receiver of the landoffice of the United States at Los Angeles approved the selection, and certified their approval thereof; and such selection, approval, and certificate was each made under the direction of the secretary of the interior. On September 30, 1892, the secretary of the interior approved clear list No. 30, prepared by the commissioner of the general landoffice, in which a large quantity of land, including this in suit, was described for patenting to the defendant as indemnity land granted to it by the said act; and on November 5, 1892, a patent duly issued, conveying all the land described in the said clear list to this defendant. But the defendant says it is not true, and denies that the register and receiver, or either of them, the commissioner of the general land office or the secretary of the interior, acted inadvertently or without authority in law, either in directing, approving, or certifying the defendant's said selection, or in preparing or approving the said clear list, or in issuing the said patent; and in this behalf the defendant says that each and all, the register and receiver, commissioner of the general landoffice, and secretary of the interior, acted advisedly and with full

lawful authority, in directing, approving, and in certifying the defendant's said selection, and in preparing and certifying the said clear list and in issuing the said patent.

Fifth.—The defendant is not informed about the matters and things alleged in paragraph VI and VII of the bill of complaint, but for the purposes of this suit admits that all such matters and things are true as there alleged, excepting that the defendant denies that the alleged homestead entry sought to be made by Crawford was rejected because the land had been illegally, erroneously, or inadvertently certified to this defendant, but for the purposes of this suit admits that Crawford's homestead entry was rejected because the land had been theretofore duly selected by the defendant as lands of its indemnity grant. And the defendant says that at all the times mentioned in paragraphs VI and VII of the bill of complaint the land in suit was reserved and excluded by the provisions of the said act of March 3, 1871, from homestead settlement and entry.

Sixth.—The defendant admits the allegations to be true as made in paragraph VIII of the bill of complaint, except as follows: The defendant denies that Crawford contested the right of the defendant to select this land; admits that in 1892 he initiated a contest with the defendant against its selection theretofore made and approved, but denies that such contest was upon an order issued by the secretary of the interior; and denies that the decision alleged to have been made by the commissioner of the general landoffice in the year 1890 was at any time prior to August 12, 1892; and denies that the secretary of the

interior made any order permitting Crawford to contest the defendant's selection, or that he made the decision alleged, prior to August 18, 1894.

Further answering the defendant says that the following are the true facts in respect of the title to the lands in suit:

I.

On December 2, 1865, the defendant was duly incorporated as the Southern Pacific Railroad Company, under and in virtue of the general laws of the State of California, for the purpose of constructing, owning, maintaining, and operating a railroad from San Francisco, through the counties of Santa Clara, Monterey, San Luis Obispo, Tulare, Kern, Los Angeles, and San Diego, to the town of San Diego; thence eastward to the eastern boundary of California.

On March 1, 1870, the legislature of the State of California passed an act entitled "An act relating to certificates of incorporation," which was approved on that day, and is in the following words and figures:

"Section 1. Any corporation now or hereafter organized under the laws of this State may amend its articles of association or certificate of incorporation by a majority vote of the board of directors or trustees, and by a vote or written assent of the stockholders representing at least two-thirds of the capital stock of such corporation; and a copy of the said articles of association or certificate of incorporation, as thus amended, duly certified to be correct by the president and secretary of the board of directors or trustees of such corporation, shall be filed in

the same office or offices where the original articles or certificate are required by law to be filed; and from the time of filing such copy of the amended articles or certificate such corporation shall have the same powers, and it and the stockholders thereof shall be thereafter subject to the same liabilities, as if such amendment had been embraced in the original articles or certificate; provided, that the time of the existence of such corporation shall not be thereby extended beyond the time fixed in the original articles or certificate; and further provided, that such original and amended articles or certificate shall together contain all the matters and things required by the law under which the original articles of association or certificate of incorporation were executed and filed; and provided further, that nothing herein contained shall be construed to cure or amend any defect existing in any original certificate of incorporation heretofore filed, by reason of the failure of such certificate to set forth the matters required by law to make the same valid as a certificate of incorporation at the time of the filing thereof; also provided, that unless the vote or written assent of all the stockholders has been obtained, then a notice of the intention to make such amendment shall first be advertised for sixty days in some newspaper published in the town or county in which the principal place of business of said company is located; and the written protest of any one of said stockholders or his duly authorized agent or attorney, whose assent has not been obtained, filed with the secretary of the said company, shall, unless withdrawn, be effectual to prevent the adoption of such

amendment; provided, that nothing in this act shall be construed to authorize any corporation to diminish its capital stock.

"Section 2. This act shall take effect and be in force from and after its passage."

On April 4, 1870, the legislature of the State of California passed an act, which was approved on that day and is in the following words and figures:

"Section 1. Whereas, by the provisions of a certain act of Congress of the United States of America, entitled 'An act granting lands to aid in the construction of a railroad and telegraph line from San Francisco to the eastern line of the State of California,' approved July 27, 1866, certain grants were made to, and certain rights, privileges, powers and authority were vested in and conferred upon the Southern Pacific Railroad Company, a corporation duly organized and existing under the laws of the State of California; therefore, to enable the said company to more fully and completely comply with and perform the requirements, provisions, and conditions of the said act of Congress, and all other acts of Congress now in force or which may hereafter be enacted, the State of California hereby consents to said act; and the said company, its successors and assigns, are hereby authorized and empowered to change the line of its railroad so as to reach the eastern boundary line of the State of California by such route as the company shall determine to be the most practicable, and to file new and amendatory articles of association, and the right, power, and privilege is hereby granted to, conferred upon, and vested in them to con-

struct, maintain, and operate, by steam or other power, the said railroad and telegraph line mentioned in said acts of Congress, hereby confirming to and vesting in the said company, its successors and assigns, all the rights, privileges, and franchises, power and authority conferred upon, granted to or vested in said company by the said acts of Congress, and any act of Congress which may be hereafter enacted.

"Section 2. This act shall take effect and be enforced from and after its passage."

II.

By section 23 of an act of the Congress of the United States, approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railway Company, and to aid in the construction of its road, and for other purposes," this defendant was authorized and empowered to construct a railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad, at or near the Colorado river, with the same rights, grants, and privileges, and subject to the same limitations, restrictions, and conditions as were granted to it by the act of the Congress of the United States, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the State of Missouri and Arkansas to the Pacific Coast," approved July 27, 1866.

There was thereby and in that manner granted to the defendant every alternate section of public land, not mineral, designated by odd numbers, to the amount of ten alternate sections of land per mile on each side of said

railroad, whenever on the line thereof the United States had full title, not reserved, sold, granted, or otherwise appropriated, and free from pre-emption or other claims or rights at the time the line of said road should be designated by a plat thereof filed in the office of the commissioner of the general land office.

And in this behalf the said act of March 3, 1871, in the manner aforesaid, provided that whenever prior to said time any of the said sections were granted, sold, reserved, occupied by homestead settlers, or pre-empted, or otherwise disposed of, other lands should be selected by this defendant in lieu thereof, under the direction of the secretary of the interior, in alternate sections and designated by odd numbers, not more than ten miles beyond the limits of the first-mentioned alternate sections.

And the said act, in the manner aforesaid, further provided that the President of the United States should cause the lands to be surveyed for forty miles in width on both sides of the entire line of said road after the general route should be fixed, and as fast as might be required by the construction of said railroad; and that the odd sections of land thereby granted should not be liable to sale or entry or pre-emption before or after they were surveyed, except by this defendant, as provided in said act.

For greater certainty the defendant begs leave to refer to the said act of March 3, 1871, as printed in the 16 United States Statutes at Large, page 573, and following, and to the said act of July 27, 1866, as printed in the 14

United States Statutes at Large, page 292, and following, and makes each of the said acts a part of his answer.

III.

On or before April 3, 1871, the defendant duly fixed the general route of the entire line of railroad which it was authorized by the said act of March 3, 1871, to construct, and on April 3, 1871, the line of said road was designated on a plat thereof filed by the defendant in the office of the commissioner of the general land office. The said general route, plat, and designation of line were duly approved and accepted by the commissioner of the general landoffice and the secretary of the interior; and on April 21, 1871, the commissioner of the general landoffice, by direction of the secretary of the interior dated April 9, 1871, withdrew the odd-numbered sections of land within thirty miles of the railroad line shown upon the said plat from sale or location, pre-emption, or homestead entry. A copy of the said order is hereto attached, marked Exhibit "A," and made a part of this answer.

The said order of withdrawal has ever since continued in full force and effect, except in so far as, if at all, the same may have been affected by an order of the secretary of the interior dated August 15, 1887, directing the restoration of all lands so withdrawn, situated within the indemnity limits.

The defendant has been informed and believes that the said order of August 15, 1887, did not in any wise affect the provisions of the sixth section of the act of July 27, 1866, made a part of the act of March 3, 1871, in the man-

ner aforesaid; and that the said order did not, and could not, make any of the said withdrawn lands liable to sale, entry, or pre-emption, except by this defendant.

IV.

On April 15, 1871, in pursuance of and conformity with the provisions of the acts of the legislature of the State of California, approved March 1, 1870, and April 4, 1870, hereinbefore set forth, this defendant amended and altered its articles of incorporation and association so as to include in its line of railroad the route from Tehachapi Pass, by way of Los Angeles, to the Colorado river, designated in the said act of Congress of March 3, 1871; and on that day filed such amended articles of association in the same office where the originals were required by law to be filed. For greater certainty a copy of the said amended articles of association are attached as Exhibit "B," and made part of this answer.

This defendant, and all its stockholders, complied with and fully performed each and every requirement of the said acts of the legislature.

V.

On May 16, 1871, the defendant duly accepted the terms, conditions, and impositions of the said act of Congress of March 3, 1871, and thereafter constructed and fully equipped the entire railroad provided for in said act, in five several sections, along the route designated upon the plat filed April 3, 1871; and after the completion of the construction and equipment of the said sections, re-

spectively, commissioners were duly appointed by the President of the United States to examine the same; and such commissioners duly examined each of the said sections and duly reported to the President of the United States that each thereof had been completed in a good, substantial, and workmanlike manner, and in all respects as required by the said act; and each of the said reports were accepted and approved by the secretary of the interior and the President of the United States.

That the commissioner's said reports were so made on the following dates: For the first section of fifty miles of the said railroad, extending from San Fernando to Spadra, on April 15, 1874; for the second section of fifty miles, extending from Spadra to San Gorgonio, on October 21, 1875; for the third section of fifty miles thereof, extending from San Gorgonio to Indio, on June 22, 1876; for the fourth section of seventy-eight 59-100ths miles thereof, extending from San Fernando to Mojave, on February 17, 1877; and for the fifth section of one hundred and eighteen and 37-100ths miles thereof, extending from Indio to Yuma, on December 6, 1877.

That the commissioners' said reports were accepted and approved by the President of the United States on the following dates: Upon the said first section of the railroad, on May 9, 1874; upon the said second section of the railroad, on November 11, 1875; upon the said third section of the railroad, on July 21, 1876; upon the said fourth section of the railroad, on March 2, 1877; and upon the said fifth section of the railroad, on January 23, 1878.

VI.

That your orator filed with the secretary of the interior maps of said railroad as the same had been definitely located and the construction thereof completed on the following dates: For the said first section thereof, on April 15, 1874; for the said second section thereof, on October 21, 1875, for the said third section thereof, on June 22, 1876; for the said fourth section thereof, on February 17, 1877; and for the said fifth section thereof, on December 6, 1877.

That the said maps were duly approved by the secretary of the interior on the following dates: Of the said first section of the railroad, on May 11, 1874; of the said second section thereof, on November 15, 1875; of the said third section thereof, on July 24, 1876; of the said fourth section thereof, on March 6, 1877; and of the said fifth section thereof, on January 31, 1878.

VII.

Section 3, in township 1 south, range 11 west, San Bernardino base and meridian, is an odd-numbered section of land, within twenty miles, on the north side of the first constructed section of the said railroad, extending from San Fernando to Spadra, and it was granted as a part of the Mexican Ranchos Santa Anita and San Francisquito, prior to the time when the line of the defendant's railroad was designated by a plat thereof filed in the office of the commissioner of the general landoffice.

VIII.

The land described in the bill of complaint herein is a part of section 17, in township 7 south, range 3 east, San Bernardino base and meridian, and is distant more than twenty miles from, but situated within thirty miles of, this defendant's said railroad, and is opposite to and coterminous with the third constructed section of the said railroad, extending from San Gorgonio to Indio.

At the time of the passage of the said act of Congress of March 3, 1871, the land described in the bill of complaint was vacant and unappropriated public land of the United States, not mineral, to which the United States had full title, not reserved, sold, granted, or otherwise appropriated, and free from pre-emptions or other claims or rights; and the said lands have ever since so remained, excepting only as they have been affected by laws of Congress and the acts of the parties in this answer mentioned and referred to.

The land described in the bill of complaint is situated within the United States district of land subject of sale and proceedings at Los Angeles, in the State of California.

IX.

On October 3, 1887, the defendant filed its indemnity list No. 25, in the landoffice of the United States at Los Angeles, describing all of section 17, in township 7 south, range 3 east, San Bernardino base and meridian, as selected by it in lieu of the said section 3, in township 1 south, range 11 west.

The said list was in the form and accompanied by the certificates, affidavits, and fees required by law and the regulations prescribed by the secretary of the interior and the commissioner of the general landoffice; and the register and receiver of the Los Angeles landoffice, in pursuance of the provisions and directions of the said rules and regulations, duly approved the said list on October 3, 1887. And so, on the said date, this defendant duly selected the land described in the bill of complaint, under the direction of the secretary of the interior, in virtue of the rights, aforesaid, granted to it by the said act of March 3, 1871; and thereafter such proceedings were regularly and properly had in the said landoffice at Los Angeles, in the general landoffice, and in the office of the secretary of the interior, as that on November 5, 1892, a patent, duly and properly issued, bearing that date, conveying a title in fee in and for the land described in the bill of complaint, from the United States to this defendant—and this defendant still is the owner of the said land, by title in fee simple.

On October 3, 1887, the defendant had not, nor has it since, selected or received lands to the extent or amount earned and acquired by it under and in virtue of the said act of Congress, and had not then, nor has it since, selected land in lieu of the said section 3, in township 1 south, range 11 west, other than the said section 17, in township 7 south, range 3 east.

Wherefore, this defendant, having fully answered to the said bill of complaint, in so far as it is advised the same is material and necessary to be answered, denies

that the plaintiffs are entitled to the relief or any part thereof in the bill of complaint demanded, or to any relief whatsoever; and prays the same advantage of this answer as if it had pleaded and demurred to the bill of complaint; and to be hence dismissed with its reasonable charges in this behalf most wrongfully sustained.

WM. SINGER, Jr.,
Attorney for the Defendant.

WM. F. HERRIN,
Counsel for the Defendant.

Exhibit "A."

(Attached to Answer.)

Department of the Interior,
General Landoffice,
April 21, 1871.

Register and Receiver, Los Angeles, Cal.

Gentlemen: By act of March 3, 1871, section 23, the Southern Pacific Railroad Co. was authorized to construct a railroad from a point at or near Tehachapi Pass, by the way of Los Angeles to the Texas Pacific Railroad, at or near the Colorado river, with the same grant of lands, etc., as were granted to the said company by act of July 27, 1866.

The company having filed a diagram designating the general route of said road, I herewith transmit a map showing thereon the line of route, as also the 20 and 30-mile limits of the grant to the line of withdrawal for the Southern Pacific road under the Act of 1866, and you are hereby directed to withhold from sale or location, pre-

emption or homestead entry all the odd-numbered sections falling within those limits.

The even-numbered sections within the limit of twenty miles you will increase in price to $2.50 per acre, and will dispose of them at that price, but only under the pre-emption and homestead laws.

When pre-emption or homestead entry may have had legal inception prior to the receipt of this order, the settlers may of course prove their claims either upon odd or even-numbered sections at the rate of $1.25 per acre.

This order will take effect from the date of its receipt by you, and you will please acknowledge receipt.

The even-numbered sections between the 20 and 30 mile or indemnity limits are not affected by this order.

Very respectfully,

WILLIS DRUMMOND,

Commissioner.

Exhibit "B."

(Attached to Answer.)

Whereas, by an act of the legislature of the State of California, entitled "An act relating to certificates of incorporation," approved March 1, 1870, any corporation then organized, or thereafter to be organized, under the laws of the State of California, is authorized and empowered to amend its articles of association, or certificate of incorporation, by a majority vote of the board of directors or trustees, and by a vote or written assent of the stockholders representing, at least, two-thirds of the capital stock of such corporation;

And whereas, by a certain other act of the legislature of the State of California, entitled "An act to aid in giving effect to an act of Congress, relating to the Southern Pacific Railroad Company," approved April the 4th, 1870, to enable the said company to more fully and completely comply with and perform the provisions, requirements and conditions of an act of Congress of the United States of America, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from San Francisco to the eastern line of the State of California," approved July 27, 1866, and of all other acts of Congress then in force, or which might thereafter be enacted, the said Southern Pacific Railroad Company, its successors and assigns, were authorized and empowered to change the line of its railroad so as to reach the eastern boundary line of the State of California, by such route as said company might determine to be most practicable, and to file new and amendatory articles of association;

And whereas, by an act of Congress of the United States of America, entitled "An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and for other purposes," approved March the 3rd, 1871, the said Southern Pacific Railroad Company was authorized, subject to the laws of California, to construct a railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad, at or near the Colorado river, with the same grants, rights, and privileges and subject to the same limitations, restrictions and conditions as were granted to said Southern Pacific Railroad Company by an

act of Congress, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the State of Missouri and Arkansas to the Pacific Coast," approved July 27, 1866;

And whereas, said Southern Pacific Railroad Company desires to secure to itself the grants, rights, and privileges conferred upon it by said acts of Congress of the United States, and to that end to amend and alter its articles of association, as provided in the foregoing acts of the legislature of the State of California, so as to include in its line of railroad and telegraph the line or route designated in the aforesaid act of Congress of March 3, 1871, to wit, the line from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad, at or near the Colorado river;

And whereas, on the eleventh day of April, 1871, at a meeting of the board of directors of said company, held at San Francisco, the principal place of business of said company, it was determined, by a unanimous vote of said board, that the articles of association of said company be amended as aforesaid;

And whereas, at the same time and place, at a meeting of the stockholders of said company, at which stockholders of said company holding more than two-thirds of the capital stock of said company were present, and did vote unanimously in favor of amending the articles of association of said company as aforesaid, and did also vote to increase the capital stock of said company to the sum of seventy millions of dollars, to meet the increased cost of the construction and equipment of said railroad:

Now, therefore, the board of directors of said Southern Pacific Railroad do order and direct that the articles of association of said company be amended so as to read as follows:

Articles of Association, Amalgamation and Consolidation,

Made and executed on this the eleventh day of October, A. D. 1870, by and between the San Francisco and San Jose Railroad Company, of the first part, the Santa Clara and Pajaro Valley Railroad Company, of the second part, the Southern Pacific Railroad Company, of the third part, and the California Southern Railroad Company, of the fourth part, witnesseth:

That whereas, the said party of the first part was heretofore, to wit, on the eighteenth day of August, 1860, duly incorporated and organized under the laws of the State of California, for the purpose of constructing, owning, maintaining and operating a railroad from the city of San Francisco, in the county of San Francisco, in said State, through said county and the counties of San Mateo and Santa Clara, to the city of San Jose, in said last named county, a distance of forty-eight miles;

And whereas, the said party of the second part was heretofore, to wit, on the second day of January, 1868, duly incorporated and organized under the laws of said State, for the purpose of constructing, owning, maintaining and operating a railroad from a point at or near the city of San Jose, in the county of Santa Clara and State aforesaid, connecting at said point with the railroad of the

said party of the first part, and to pass thence to a point at or near the town of New Gilroy, in the same county, a distance of thirty miles;

And whereas, the said party of the third part was heretofore, to wit, on the second day of December, 1865, duly incorporated and organized under the laws of said state, for the purpose of constructing, owning, maintaining and operating a railroad from some point on the bay of San Francisco, in said State, and to pass through the counties of Santa Clara, Monterey, San Luis Obispo, Tulare, Kern, Los Angeles and San Diego, to the town of San Diego in said State; thence eastward through the county of San Diego to the eastern boundary line of said State, a distance of seven hundred and twenty miles, as near as may be, there to connect with a contemplated railroad from said eastern boundary line of said State to the Mississippi river, and has received large grants of land from the Government of the United States to aid in the construction and equipment of said road;

And whereas, the said party of the fourth part was heretofore, to wit, on the twenty-second day of January, 1870, duly incorporated and organized under the laws of said State, for the purpose of constructing, owning and maintaining a railroad from a point at or near the town of Gilroy, in the county of Santa Clara, in said State, and to pass through the counties of Santa Clara, Santa Cruz and Monterey, to a point at or near the town of Salinas City, in said last-named county, a distance of forty-five miles, as near as may be;

And whereas, said parties believe a consolidation and amalgamation of their capital stocks, debts, properties, assets, roads, telegraphs, lands and franchises will be mutually advantageous;

And whereas, more than three-fourths in value of all the stockholders in the interest of each of said parties have consented, in writing, to such amalgamation and consolidation, upon the terms and conditions hereinafter set forth:

Now, therefore, under and by virtue of the statute of the State of California, in such case made and provided, the said parties do hereby mutually covenant and agree, each with each and all the others, to the following articles, to wit:

Article 1. Said parties do hereby amalgamate and consolidate themselves into a new corporation, under the name and style of the Southern Pacific Railroad Company, which new corporation shall continue in existence for the period of fifty years from the date of these articles; and they do further consolidate and amalgamate their several capital stocks, debts, properties, assets, roads, telegraphs, lands, franchises, rights, titles privileges claims, and demands of every kind whatsoever, as well in possession as in expectancy, at law or in equity, and do grant, convey, and vest the same in said new corporation as fully as the same are now severally held and enjoyed by them, or either of them, subject, however, to all conditions, obligations, stipulations, contracts, agreements, liens, mortgages, encumbrances, claims, and charges thereon, or in anywise affecting the same.

Article 2. The object and purpose of said new corporation shall be to purchase, construct, own, maintain and operate a continuous line of railroad from the city of San Francisco, in the State of California, through the city and county of San Francisco, the counties of San Mateo, Santa Clara, Monterey, Fresno, Tulare, Kern, San Bernardino, and San Diego, to some point on the Colorado river in the southeastern part of the State of California, a distance of seven hundred and twenty miles, as near as may be; also a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad, at or near the Colorado river, a distance of three hundred and twenty-four miles, as near as may be; also a line of railroad from the town of Gilroy, in the county of Santa Clara, in said State, passing through said county and the counties of Santa Cruz and Monterey to a point at or near Salinas City, in said last-named county, a distance of forty-five miles, as near as may be; also such branches to said lines as the board of directors of said new corporation may hereafter consider advantageous to said corporation, and direct to be established.

Article 3. The board of directors of said new corporation shall consist of seven persons; and the following named persons shall act as such directors until their successors shall have been duly elected, pursuant to the by-laws of said new corporation hereafter to be adopted, viz.: Lloyd Tevis, Leland Stanford, Charles Crocker, C. P. Huntington, Mark Hopkins, Charles Mayne, and Peter Donahue.

Article 4. The capital stock of said new corporation shall be seventy million dollars, consisting of seven hundred thousand shares, of one hundred dollars each, that sum being the contemplated actual cost of said railroads, including telegraph lines, rolling stock, motive power, shops, depots, etc.

Article 5. Each stockholder of each of said party shall have the same number of shares of the capital stock of the new corporation which he now owns and holds of the capital stock of his respective company, upon the same terms and conditions, and shall be entitled to receive from said new corporation certificates therefor, where the same has been fully paid up, upon the surrender of the certificates now held by him; and, where the same has not been fully paid up, he shall receive such other evidence of his ownership as the board of directors of said new corporation shall direct, upon the surrender of such evidence of his ownership of such unpaid stock of his respective company as he may now hold.

Article 6. Said new corporation shall assume and perform all the contracts, agreements, covenants, duties and obligations, of what kind soever, of each of said parties, and shall pay and discharge all debts, claims, and demands existing against either and all of said parties, but nothing herein contained shall release the said parties, or either of them, or their stockholders, or any of them, from any of their just liabilities.

In testimony whereof, the said Southern Pacific Railroad Company, by its board of directors, has caused these articles to be signed and countersigned by its president

and secretary, and its corporate seal to be hereunto affixed, on this eleventh (11) day of April, 1871.

SOUTHERN PACIFIC RAILROAD COMPANY,

By CHARLES CROCKER,

President.

[Seal] J. L. WILLCUTT,

Secretary.

[Endorsed]: No. 662. Circuit Court, 9th Circuit, So. Dist. of Cal. United States of America vs. Southern Pacific Railroad Co. Defendant's Answer. Filed Jan. 15, 1896. Wm. M. Van Dyke, Clerk. Wm. Singer, Jr., Attorney for defendant, Union Trust Building, San Francisco, Cal.

Circuit Court of the United States, Southern District of California, Ninth Circuit.

THE UNITED STATES OF AMERICA,
Plaintiffs,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.

Bill of Complaint in Cause No. 675.

To the Judges of the Circuit Court of the United States for the Southern District of California:

The United States of America, by the attorney general thereof, and Geo. J. Denis, United States attorney, and Joseph H. Call, special assistant attorney, bring this, their bill of complaint against the Southern Pacific Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of California, D. O. Mills and Gerrit L. Lansing, trustees, each a resi-

dent and citizen of the State of California, residing at San Francisco, in said State; the Central Trust Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York; the Southern Pacific Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, and the Colorado River Irrigation Company, a corporation organized and existing under and by virtue of the laws of the State of Colorado.

I.

And thereupon your orators show and allege that the following described land was acquired by the United States of America from Mexico in the year 1846, the title to which was confirmed to your orators by treaty of Guadalupe Hidalgo in the year 1848, and was then, ever since has been, and is now, the property of the United States by title in fee simple, and at all times herein named, the United States were, and still are, the owners and in the possession thereof, except while held by the Texas Pacific Railroad Company hereinafter mentioned; which land is described as follows, to wit:

All the sections of land in California designated by odd numbers, situated within forty (40) miles of the lines of route of the Texas Pacific Railroad Company hereinafter mentioned, and on both sides thereof, as shown by the maps of said company locating its lines of general route and definite location in California now on file in the general landoffice, and filed therein on the —— day of ——, 1871, and on the —— day of ——, 1876; copies of which

maps are introduced in evidence herein and made a part hereof, all of said lands being within the Southern District of California.

II.

Your orators further show that by the act of Congress approved July 27, 1866, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific coast," Congress incorporated the Atlantic and Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large amount of lands in the State of California and other States and territories, and to the whole of which said act your orators refer. (See U. S. Stats., vol. 14, p. 292.)

Your orators further show that by section 18 of said act Congress authorized the Southern Pacific Railroad Company, a corporation claiming to be organized under the laws of the State of California, to connect with said Atlantic and Pacific Railroad, and to aid in its construction, and upon the condition that it would make such connection, agreed to make to said Southern Pacific Railroad Company a grant of lands upon the same terms, conditions, and limitations as were granted to the said Atlantic and Pacific Railroad Company.

III.

Your orators further show unto the Court, and allege that by the act of Congress approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railroad Company, and to aid in the construction of its road, and

for other purposes" (see U. S. Stats., vol. 16, pp. 573-9), Congress incorporated and created the Texas Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large amount of land in the State of California, and in other States and territories, and to the whole of which said act your orators refer.

IV.

Your orators further show that said Texas Pacific Railroad Company duly accepted said grant, and the terms and conditions of said act, within the time therein required and did designate upon a plat or map the whole of its line of route under said act, from Marshall, Texas, by way of the points and places named in said act, in the time and manner provided in said act, to San Diego, California, to Ship's Channel, in the bay of San Diego; and on or about October 15, 1871, did file such plat in the office of the commissioner of the general landoffice, and which map was approved by the secretary of the interior at that time, and has ever since been treated by said officer as a sufficient and valid location of said railroad, and upon the filing of such map in the office of the secretary of the interior, the United States withdraw from market and reserved all the odd-numbered sections of land in California within forty miles of the line of said railroad, said map being on file in this court, marked "Plaintiff's Exhibit 10," in the case of United States vs. Southern Pacific Railroad Co. et al., No. 587, and now made a part hereof.

V.

Your orators further allege that prior to the fourth day of April, 1874, the Texas Pacific Railroad Company (then known as the Texas & Pacific Railway Company) surveyed, located upon the ground, and definitely fixed its line of railroad from Marshall, Texas, to San Diego, on the bay of San Diego, State of California, and upon that day the board of directors of said railroad company, at a regular meeting in the city of New York, duly made and entered a resolution adopting said line of railroad; and that part of said line from the Colorado river, at Fort Yuma, to the bay of San Diego was and is described as follows:

"Beginning at Fort Yuma, from there the line runs in a northwesterly direction, passing to the north of the Sand Hills and across the Salt Lake District of the Colorado desert of California, over which our line for 45 miles is below sea level, the lowest point being 290 feet below tide water. In crossing this, the line passes on the north margin of the Salt Lake of the Colorado desert, leaving the mud volcanoes about five miles to the south, and the Dos Palmos stage station about the same distance to the north, we reach the Cabazon Valley, 113 miles from Ft. Yuma; thence on nearly the same course 50 miles, to the summit of San Gorgonio Pass, running 1¼ miles south of White Water stage station, and one mile south of Devontine's ranch, reaching the summit 2½ miles south of Edgar's ranch. This pass is 2,621 feet above tide water, and its small elevation must be considered remarkable,

as it lies between the San Bernardino and San Jacinto mountains, the highest peaks of the range. Leaving San Gorgonio Pass, our course is southwest, passing down one of the tributaries of the San Jacinto, which is known as the Potrero (or pocket) of the San Jacinto, to the San Jacinto Plains and Temecula Plains. These plains lie between the main range and the Santa Ana range, and down the Temecula Plains to the head of Temecula canyon, and down the canyon where the Temecula breaks through the Santa Ana range, 10 miles to the open valley, striking the coast near the San Coronado ranges, about 40 miles north of San Diego. Then south and down the coast on the western slope of the Soledad mountains, crossing the Soledad, San Luis Rey, San Dieguito, the ravine of La Jolla, skirting False bay; then to the shore of San Diego bay and along the shore of the bay to the depot grounds of the Texas Pacific Railway below the Pacific Steamship Company's wharf. Distance from the Pima villages on the Gila river, 444.4 miles."

Which resolution of said board of directors and line of route so surveyed and fixed upon for construction by said company are set forth in the deposition of Chas. E. Satterlee, taken on behalf of the defendants, on file in this case, and made a part hereof.

Your orators further allege that on or about the first day of July, 1874, said Texas Pacific Railroad Company made its annual report to the secretary of the interior, as required by section 13 of said act of Congress of March 3, 1871, and on that day reported to the secretary of the interior in writing, under oath, that said company had

surveyed and fixed upon for construction its line of route from Marshall, Texas, by way of Fort Yuma on the Colorado river, and by way of San Gorgonio Pass to the bay of San Diego, describing said route so fixed upon as follows, to-wit:

"Description of the lines of road surveyed and fixed for construction * * * Fort Worth to San Diego; commencing at Fort Worth the line follows the valley of the clear fork of Trinity to the mouth of south fork * * *; thence to the Gila, to Sacation, and about 60 miles below the mouth of the San Pedro, and down the valley of the Gila to the Pinos villages; thence to the junction of the Gila with the Colorado of the west at Fort Yuma, at St. Valentine Pass. From there the line passes to the north of sand hills and across the Salt Lake district of the Colorado desert of California, over which our line for 45 miles is below sea level, the lowest point being 290 feet below tide water. In crossing this, the line passes on the north margin of the Salt Lake of the Colorado desert, leaving the mud volcanoes about five miles to the south, and the Dos Palmos station about the same distance to the north, we reach the Cabozan valley, 113 miles from Fort Yuma; thence 50 miles to the summit of San Gorgonio Pass. This pass is 2,621 feet above tide water, and its small elevation must be considered remarkable, as it lies between the San Bernardino and San Jacinto mountains, the highest peaks of the range. Leaving San Gorgonio Pass, our course is southwest to the head of Temecula canyon, down the canyon to the open valley, striking the coast about 40 miles north of San Diego bay, and along

the shore of the bay to the depot grounds of the Texas and Pacific Railway, a distance from the Pinos on the Gila river of 444.04 miles; Fort Worth to San Diego, 1,457.64; Shreveport to San Diego, 1,676.64; Texarkana to San Diego, 1,693.63."

Which said annual report for the fiscal year ending June 30, 1874, is filed in evidence herein, marked "Plaintiff's Exhibit 28" in said case No. 587, and now made a part hereof.

Your orators further allege that thereafter and on or about the twenty-eighth day of September, 1876, said Texas Pacific Railroad Company (then known as the Texas and Pacific Railway Company) filed in the office of the secretary of the interior, with its annual report for the year ending June 30, 1876, its map designating its said line of railroad from Marshall, Texas by way of Fort Yuma on the Colorado river, and San Gorgonio Pass, in California, to the bay of San Diego, upon the line of route hereinbefore described as surveyed and definitely fixed as aforesaid and on that date said map was filed in the office of the secretary of the interior, and in the office of the commissioner of the general landoffice. A copy of said map being filed herein, marked "Plaintiff's Exhibit 29" in said case No. 587, and made a part hereof.

Your orators further allege that upon filing said map of 1876 last described said Texas Pacific Railroad Company (then known as the Texas and Pacific Railway Company) became invested with the title to all of the sections of land designated by odd numbers for twenty miles in width on each side of said line of railroad, and with a

right to select indemnity from other sections of land designated by odd numbers for a distance of twenty miles in width from said granted sections, granting to said company in all present and prospective rights, to lands for forty miles in width in the State of California, on each side of said line of railroad.

VI.

Your orators further show to the Court that by section 23 of the said act of Congress, approved March 3, 1871, it was provided as follows: "That for the purpose of connecting the Texas Pacific Railroad with the city of San Francisco, the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California), to construct a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado river, with the same rights, grants and privileges and subject to the same limitations, restrictions, and conditions as were granted to the said Southern Pacific Railroad Company of California by the act of July 27, 1866; provided, however, that this section shall in no way affect or impair the rights, present or prospective, of the Atlantic and Pacific Railroad Company, or any other railroad company."

VII.

Your orators further allege that said Texas Pacific Railroad Company did not within the time or manner required by said act of Congress of March 3, 1871, nor at all, construct or complete any railroad or telegraph line,

in whole or in part within the State of California, nor within the territory of Arizona, and that on the twenty-eighth of February, 1885, all lands and rights to lands granted to and conferred upon said Texas Pacific Railroad Company and situated within the State of California and territory of Arizona were forfeited and resumed to the United States, and said lands were restored to the public domain by the act of Congress approved February 28, 1885 (see U. S. Stats. 337), and to which act your orators refer.

VIII.

Your orators further allege that prior to the date of said grant of March 3, 1871, a large part of the sections of land designated by odd numbers within the twenty miles and primary limits of the grant of said Texas Pacific Railroad Company had been sold, reserved, and otherwise appropriated, and pre-emption and homestead claims had attached thereto.

IX.

Your orators further allege that said line of said Texas Pacific Railroad Company was located so near the boundary line of Mexico that there were not sufficient lands in California within the granted limits to satisfy such grant, but, on the contrary, by reason of the facts aforesaid, said Texas Pacific Railroad Company upon the filing and approval of said maps, filed in the years 1871 and 1876 aforesaid, became invested with a present as well as a valuable prospective right to all said odd-numbered sections of land in California, within forty miles of said lines of

route, and on both sides thereof, so far as such lands were located within said State of California.

X.

Your orators are informed and believe that the defendants herein claim that a line of railroad and telegraph from Tehachapi Pass, by way of Los Angeles, to the Colorado river has been constructed by the Southern Pacific Railroad Company within the time and in the manner provided by said act of Congress of March 3, 1871, above referred to, and that said company did accept said grant and the terms and conditions thereof, and did, in the year 1874, designate its line by a plat thereof, which it filed in the office of the commissioner of the general landoffice on that date, within the time and manner provided by said act, and the defendants claim that the lands above described were granted to said company by said act; and defendants further claim that commissioners, appointed by the President of the United States, have reported that said railroad was constructed in all respects in compliance with said act; but your orators allege that all of said claims and pretenses are false and unfounded; and your orators show that said Southern Pacific Railroad Company named in said act of Congress of March 3, 1871, has not located or constructed any railroad or telegraph line, or any portion thereof, between the points named in section 23 of said act of March 3, 1871, within the time or manner provided by said act, or at all, nor has any connection ever been made with said Texas Pacific Railroad at or near the Colorado river, or at any other point.

XI.

And your orators further allege that none of said lands were granted to said Southern Pacific Railroad Company by said act of March 3, 1871, and that said lands were not included in any grant to said company, or to the defendants herein, or either of them, and that said lands were not of the category o. of the character of lands described in said section 23 of the act of March 3, 1871, to be granted to the company therein named; but, on the contrary, they were lands reserved and otherwise claimed, and said lands are still owned by the United States.

XII.

Your orators further allege that on March 3, 1871, the Southern Pacific Railroad Company named in said act of Congress of that date was not authorized by its charter to construct or operate the line of railroad from Tehachapi Pass, by way of Los Angeles, to the Colorado river, and thereafter, and before any part of any railroad or telegraph line was designated or constructed between the points named in said section 23 of the act of March 3, 1871, and on August 12, 1873, said Southern Pacific Railroad Company did, without any authority from the United States or from Congress of the United States, enter into certain articles of incorporation and consolidation with the Southrn Pacific Branch Railroad Company, a corporation, thereby creating a new corporation and taking new powers under such new charter from the State of California, and thereby surrendering to the United States all the

grants, rights, franchises, and privileges theretofore conferred upon the first said Southern Pacific Railroad Company.

XIII.

And your orators further allege that in the year 1874, and before any part of the railroad between the points named in said section 23 of the act of Congress of March 3, 1871, had been designated, constructed, or completed, said Southern Pacific Railroad Company created by said articles of incorporation and consolidation on August 12, 1873, consolidated with other railroad companies, corporations, creating another and new corporation without any authority from the United States or from Congress of the United States, and taking its new charter from the State of California, and thereby surrendering to the United States all the franchises, grants, rights and privileges, if any then remained, which had been conferred by the Congress of the United States under said act of Congress of March 3, 1871.

XIV.

Your orators further allege that the defendants herein, and each of them, claim some interest in said lands under and by virtue of the said act of March 3, 1871, and not otherwise; the nature and extent of such claims are unknown to your orators, but your orators allege that such claims are not based upon any legal or equitable right to such lands or any thereof.

Your orators further show that said adverse claims of said defendants hinder and embarrass your orators, and

prevent the department of the interior from selling and otherwise disposing of said lands under the laws of the United States.

XV.

Your orators further allege that defendants herein, while claiming and pretending to own some interest in said lands, are now unlawfully removing from said lands, wood, timber, minerals and other valuable deposits, and unlawfully threatening to chop down other trees on said land, and remove other minerals and valuable deposits thereon, and unless enjoined will do so, to the great and irreparable injury of your orators.

XVI.

Your orators further allege that the amount in controversy in this suit, exclusive of interest and costs, exceeds the sum of five thousand (5,000) dollars.

XVII.

In tender consideration whereof, and for as much as your orators are remediless at and by the strict rules of the common law, and can only be relieved in a court of equity, your orators pray that the Court will quiet and determine the title of your orators to all the sections and parts of sections of land in the State of California designated by odd numbers upon and along both sides of the lines of railroad designated upon said maps filed by said company in the interior department in the years 1871 and 1876, as aforesaid, within the twenty, thirty and forty mile limits of each thereof, as against all rights, claims and interests of the

defendants to such lands, or any thereof, under and by virtue of the acts of Congress of March 3, 1871, June 28, 1870, July 27, 1866, or any other act of Congress named or to be named in this bill.

And your orators further pray that the Court will forever enjoin the defendants, their servants, agents and employees, and all persons claiming under them, from having or asserting such rights, claims, and interests to such lands under or by virtue of said acts of Congress.

And your orators further pray that the Court will annul all patents, certifications and listings of said lands issued under any authority or pretended authority of the United States to said Southern Pacific Railroad Company under and in pursuance of any of said acts of Congress aforesaid.

And your orators further pray that the Court will determine what lands said Texas Pacific Railroad Company (afterwards known as the Texas and Pacific Railway Company) had a present right to, and what lands said company had a prospective right to by virtue of said grant of March 3, 1871, and said maps filed by said company in the interior department in the years 1871 and 1876, as aforesaid, and will further determine that all such lands were forfeited to the United States for the benefit and use of the United States, and that they are restored to the public domain by said act of Congress of February 28, 1885.

And your orators pray for such other and further relief as to the Court may seem equitable in the premises, and for costs of this suit.

May it please your Honors to grant unto your orators a writ of subpoena issuing out of and under the seal of this Honorable Court, to be directed to the above-named defendants, the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, trustees, the Central Trust Company of New York, the Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company, commanding them on a certain day, and under a certain penalty therein to be inserted, to be and appear before your Honors, and then and there to answer the premises, and further to stand to and abide such order and decree therein as shall be agreeable to equity and to good conscience, and your orators will ever pray.

Your orators expressly waive answer under oath by the defendants and each of them.

JUDSON HARMON,
Attorney General.

JOSEPH H. CALL,
Special Asst. U. S. Atty.

[Endorsed]: No. 675. In the Circuit Court of the United States, Ninth Circuit, Southern District of California. United States vs. Southern Pacific Railroad Company et al. Bill of Complaint. Filed Jan. 29, 1896. Wm. M. Van Dyke, Clerk. Jos. H. Call, Special U. S. Attorney.

UNITED STATES OF AMERICA.

Circuit Court of the United States, Ninth Circuit, Southern District of California.

IN EQUITY.

Subpoena.

The President of the United States of America, Greeting, to the Colorado River Irrigation Company:

You are hereby commanded that you be and appear in said Circuit Court of the United States aforesaid, at the courtroom in Los Angeles, on the second day of March, A. D. 1896, to answer a bill of complaint exhibited against you in said Court by the United States of America, and to do and receive what the said Court shall have considered in that behalf. And this you are not to omit, under penalty of five thousand dollars.

Witness, the Honorable MELVILLE W. FULLER, Chief Justice of the Supreme Court of the United States, this thirtieth day of January, in the year of our Lord one thousand eight hundred and ninety-six, and of our independence the one hundred and twentieth.

[Seal] WM. M. VAN DYKE,
Clerk.

Memorandum Pursuant to Rule 12, Supreme Court, U. S.

You are hereby required to enter your appearance in the above suit, on or before the first Monday of March

next, at the clerk's office of said court, pursuant to said bill; otherwise the said bill will be taken pro confesso.

WM. VAN DYKE,
Clerk.

United States Marshal's Office,
Southern District of California.

I hereby certify that I received the within writ on the thirtieth day of January, 1896, and personally served the same on the thirtieth day of January, 1896, on the Colorado River Irrigation Company, by delivering to and leaving with Francis W. Jones, the designated agent of said Colorado River Irrigation Company (said Francis W. Jones having been, pursuant to law, designated by said corporation as its agent resident in the State of California upon whom process can be served, etc., and is now such agent), said defendant named therein, personally, at the county of Los Angeles in said district, a certified copy thereof, certified to by Wm. M. Van Dyke, Esq., clerk of the Circuit Court of the United States, Ninth Circuit, Southern District of California.

Los Angeles, Jan. 30, 1896.

N. A. COVARRUBIAS,
U. S. Marshal.

[Endorsed]: Original No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. In Equity. The United States of America vs. The Southern Pacific Railroad Company et al. Subpoena. Filed Jan. 30, 1896. Wm. M. Van Dyke, Clerk.

UNITED STATES OF AMERICA.

Circuit Court of the United States, Ninth Circuit, Southern District of California.

IN EQUITY.

Subpoena.

The President of the United States of America, Greeting, to the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, Trustees, and the Central Trust Company of New York, and the Southern Pacific Company of Kentucky:

You are hereby commanded that you be and appear in said Circuit Court of the United States aforesaid, at the courtroom in Los Angeles, on the second day of March, A. D. 1896, to answer a bill of complaint exhibited against you in said Court by the United States of America, and to do and receive what the said Court shall have considered in that behalf. And this you are not to omit, under penalty of five thousand dollars.

Witness, the Honorable MELVILLE W. FULLER, Chief Justice of the Supreme Court of the United States, this thirtieth day of January, in the year of our Lord one thousand eight hundred and ninety-six, and of our independence the one hundred and twentieth.

[Seal] WM. M. VAN DYKE,
Clerk.

Memorandum Pursuant to Rule 12, Supreme Court, U. S.

You are hereby required to enter your appearance in the above suit, on or before the first Monday of March next, at the clerk's office of said Court, pursuant to said bill; otherwise the said bill will be taken pro confesso.

WM. VAN DYKE,
Clerk.

United States Marshal's Office,
Northern District of California.

I hereby certify that I received the within writ on the first day of February, 1896, and personally served the same on the third day of February, 1896, on Southern Pacific Company of Kentucky, by delivering to and leaving with C. F. Crocker, vice-president of said Southern Pacific Company of Kentucky, said defendant named therein, personally, at the city and county of San Francisco, in said district, a certified copy thereof.

San Francisco, February 5, 1896.

BARRY BALDWIN,
U. S. Marshal.
By S. P. Monckton,
Deputy.

United States Marshal's Office,
Northern District of California.

I hereby certify that I received the within writ on the first day of February, 1896, and personally served the same on the first day of February, 1896, on the Southern Pacific Railroad Company, by delivering to and leaving

with J. L. Willcutt, secretary of said the Southern Pacific Railroad Company, said defendant named therein, personally, at the city and county of San Francisco, in said district, a certified copy thereof.

San Francisco, February 5, 1896.

BARRY BALDWIN,
U. S. Marshal.
By S. P. Monckton,
Deputy.

[Endorsed]: Original No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. In Equity. The United States of America vs. The Southern Pacific Railroad Company et al. Subpoena. Filed Feb. 12, 1896. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the January term, A. D. 1896, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Monday the tenth day of February, in the year of our Lord one thousand eight hundred and ninety-six. Present: The Honorable OLIN WELLBORN, District Judge.

UNITED STATES,
Plaintiff.
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, and THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.
No. 675.

Certified Copy of Order Requiring Certain Defendants to Appear.

At a stated term of the Circuit Court of the United States for the Southern District of California, begun and holden at the city of Los Angeles, State of California, on the thirteenth day of January, A. D. 1896, the Honorable Olin Wellborn, United States District Judge for said

Southern District of California, and ex-officio Judge of said Circuit Court, presiding, on the tenth day of February, A. D. 1896, in open court, and Joseph H. Call, special assistant United States attorney having moved the Court for an order to require certain of the defendants in the above-entitled suit to appear, plead, and answer within a time to be specified and hereinafter mentioned, and it appearing to the Court that certain defendants in the above-entitled suit, to wit, D. O. Mills, trustee, and the Central Trust Company of New York and the Southern Pacific Company of Kentucky, are not either of them inhabitants of, nor can they be found within, this judicial district, the Southern District of California, nor within the State of California, and that neither of them has voluntarily appeared to this suit;

And it further appearing to the Court that this suit is one to enforce a claim to certain real estate described in the bill of complaint and within this judicial district;

And it further appearing that there is no person or persons in possession or charge of said real estate:

Now, therefore, it is ordered and adjudged that said D. O. Mills, trustee, the Central Trust Company of New York and the Southern Pacific Company of Kentucky be, and they hereby are, directed to appear in this Court in the city of Los Angeles, State of California, on or before the first Monday in March, A. D. 1896, and to plead, answer, or demur to the bill of complaint in said suit on or before the first Monday of April, A. D. 1896.

And it is further ordered and adjudged that a copy of this order, duly certified by the clerk of this Court, may be

served upon said defendants last named, wherever they may be found.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States, for the Southern District of California, do hereby certify the foregoing to be a full, true, and correct copy of an original order made and entered by said Court, February 10, 1896, in the cause entitled United States, Plaintiff, vs. The Southern Pacific Railroad Company et al., Defendants, No. 675, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court this twenty-fourth day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order requiring certain defendants to appear. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

In the United States Circuit Court, Southern District of California, Ninth Circuit.

UNITED STATES OF AMERICA,
Complainants,
vs.
SOUTHERN PACIFIC RAILROAD COMPANY and Others,
Defendants.
No. 662.

Replication of the United States to the Answer of Defendant.

This replicant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto by this replicant without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this replicant is, and will be, ready to aver and prove as this Honorable Court shall direct, and humbly prays as in and by his said bill he hath already prayed.

JOSEPH H. CALL,
Special Asst. U. S. Atty. and of Counsel for Complainants.

[Endorsed]: No. 662. In the United States Circuit Court, Southern District of California. United States of America, Complainants, vs. Southern Pacific Railroad Co. et al., Defendants. Due service hereof admitted by copy this ——, 189—. Filed Feb. 20, 1896. Wm. M. Van Dyke, Clerk. Joseph H. Call, Special Asst. U. S. Atty.

In the Circuit Court of the United States, Southern District of California, Ninth Circuit.

THE UNITED STATES OF AMERICA, Plaintiffs,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY, Defendants. } No. 675.

Amended Bill of Complaint.

To the Judges of the Circuit Court of the United States, for the Southern District of California:

The United States of America, by the attorney general thereof, and George J. Denis, United States attorney, and Joseph H. Call, special assistant attorney, by leave of

Court bring this, their amended bill of complaint against the Southern Pacific Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of California; D. O. Mills and Gerrit L. Lansing, trustees, each a resident and citizen of the State of California, residing in San Francisco, in said State; the Central Trust Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York; the Southern Pacific Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky; and the Colorado River Irrigation Company, a corporation organized and existing under and by virtue of the laws of the State of Colorado.

I.

And thereupon your orators show and allege that the following described land was acquired by the United States of America from Mexico in the year 1846, the title to which was confirmed to your orators by treaty of Guadalupe Hidalgo in the year 1848, and was then, ever since has been, and is now the property of the United States, by title in fee simple, and at all times herein named the United States were, and still are, the owners and in the possession thereof, except while held by the Texas Pacific Railroad Company hereinafter mentioned; which land is described as follows, to wit:

All the sections of land in California designated by odd numbers, situated within forty (40) miles of the lines of route of the Texas Pacific Railroad Company hereinafter mentioned, and on both sides thereof, as shown by the map of said company locating its line of general route

and its line of route as definitely fixed, as hereinafter particularly mentioned, all of said lands being within the Southern District of California.

II.

Your orators further show that by the act of Congress approved July 27, 1866, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific coast," Congress incorporated the Atlantic and Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large amount of lands in the State of California and other States and territories, and to the whole of which said act your orators refer. (See U. S. Stats., vol. 14, p. 292.)

Your orators further show that by section 18 of said act, Congress authorized the Southern Pacific Railroad Company, a corporation claiming to be organized under the laws of the State of California, to connect with said Atlantic and Pacific Railroad, and to aid in its construction, and, upon the condition that it would make such connection, agreed to make to said Southern Pacific Railroad Company a grant of lands upon the same terms, conditions, and limitations as were granted to the said Atlantic and Pacific Railroad Company.

III.

Your orators further show unto the Court, and allege that by the act of Congress approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and

for other purposes" (see U. S. Stats., vol. 16, pp. 573-9), Congress incorporated and created the Texas Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large amount of land in the State of California and in other States and territories, and to the whole of which said act your orators refer.

IV.

Your orators further show that said Texas Pacific Railroad Company duly accepted said grant and the terms and conditions of said act, within the time therein required, and did designate upon a plat or map the whole of its line of general route under said act from Marshall, Texas, by way of the points and places named in said act, in the time and manner provided in said act, to San Diego, California, to Ship's Channel, in the bay of San Diego, and on or about October 15, 1871, did file such plat in the office of the commissioner of the general landoffice, and which map was approved by the secretary of the interior at that time, and has ever since been treated by said officer as a sufficient and valid location of said general route, and upon the filing of such map in the office of the secretary of the interior the United States withdrew from the market and reserved all the odd-numbered sections of land in California within forty miles of the line of said railroad, said map being on file in the case of United States v. Southern Pacific Railroad, No. 587, in this Court, marked "Plaintiff's Exhibit No. 10," and now made a part hereof.

V.

Your orators further allege that prior to the fourth day of April, 1874, the Texas Pacific Railroad Company (then known as the Texas and Pacific Railway Company) surveyed, located upon the ground, and definitely fixed its line of railroad from Marshall, Texas, to San Diego, on the bay of San Diego, State of California, and upon that day the board of directors of said railroad company, at a regular meeting in the city of New York, duly made and entered a resolution adopting said line of railroad; and that part of said line from the Colorado river at Fort Yuma to the bay of San Diego was and is described as follows:

"Beginning at Fort Yuma, from there the line runs in a northwesterly direction, passing to the north of the Sand Hills, and across the Salt Lake district of the Colorado desert of California, over which our line for 45 miles is below sea level, the lowest point being 290 feet below tide water. In crossing this, the line passes on the north margin of the Salt Lake of the Colorado desert. Leaving the mud volcanoes about five miles to the south, and the Dos Palmos stage station about the same distance to the north, we reach the Cabazon Valley, 113 miles from Fort Yuma; thence on nearly the same course 50 miles to the summit of San Gorgonio Pass, running 1¼ miles south of White Water stage station, and one mile south of Devontine's ranch, reaching the summit 2½ miles south of Edgar's ranch. This pass is 2,621 feet above tide water, and its small elevation must be considered remarkable, as it lies between the San Bernardino and San Jacinto

mountains, the highest peaks of the range. Leaving San Gorgonio Pass, our course is southwest, passing down one of the tributaries of the San Jacinto, which is known as the Potrero (or pocket) of the San Jacinto, to the San Jacinto Plains and Temecula Plains. These plains lie between the main range and the Santa Ana range, and down the Temecula plains to the head of Temecula canyon, and down the canyon where the Temecula breaks through the Santa Ana range, 10 miles to the open valley, striking the coast near the San Coronado ranges about 40 miles north of San Diego; then south and down the coast on the western slope of the Soledad mountains, crossing the Soledad, San Luis Rey, San Dieguito, the ravine of La Jolla, skirting False bay; then to the shore of San Diego bay, and along the shore of the bay to the depot grounds of the Texas Pacific Railway below the Pacific Steamship Company's wharf. Distance from the Pinos villages on the Gila river, 444.4 miles."

Which resolution of said board of directors, and line of route so surveyed and fixed upon for construction by said company, are set forth in the deposition of Chas. E. Satterlee, taken on behalf of the defendants, on file in said case No. 587 in this Court, and made a part hereof.

Your orators further allege that on or about the first day of July, 1874, said Texas Pacific Railroad Company made its annual report to the secretary of the interior, as required by section 13 of said act of Congress of March 3, 1871, and on that day reported to the secretary of the interior, in writing, under oath, that said company had surveyed and fixed upon for construction its line of route from Marshall, Texas, by way of Fort Yuma, on the Colo-

rado river, and by way of San Gorgonio Pass, to the bay of San Diego, describing said route so fixed upon as follows, to wit:

"Description of the line of road surveyed and fixed for construction * * * Fort Worth to San Diego: Commencing at Fort Worth, the line follows the valley of the clear fork of Trinity to the mouth of south fork * * *; thence to the Gila, to Sacaton, and about 60 miles below the mouth of the San Pedro, and down the valley of the Gila to the Pinos villages; thence to the junction of the Gila with the Colorado of the west at Fort Yuma, at St. Valentine's Pass. From there the line passes to the north of sand hills and across the Salt Lake district of the Colorado desert of California, over which our line for 45 miles is below sea level, the lowest point being 290 feet below tide water. In crossing this, the line passes on the north margin of the Salt Lake of the Colorado desert. Leaving the mud volcanoes about five miles to the south, and the Dos Palmos station about the same distance to the north, we reach the Cabazon valley, 113 miles from Fort Yuma, thence 50 miles to the summit of San Gorgonio Pass. This pass is 2,621 feet above tide water, and its small elevation must be considered remarkable, as it lies between the San Bernardino and San Jacinto mountains, the highest peaks of the range. Leaving San Gorgonio Pass, our course is southwest to the head of Temecula canyon, down the canyon to the open valley, striking the coast about 40 miles north of San Diego bay, and along the shore of the bay to the depot grounds of the Texas and Pacific Railway, a distance from the Pinos on the Gila river of 444.4 miles; Fort Worth to San Diego, 1,457.64;

Shreveport to San Diego, 1,676.64; Texarkana to San Diego, 1,693.63."

Which said annual report for the fiscal year ending June 30, 1874, is filed in evidence in said case No. 587, in this Court, marked "Plaintiff's Exhibit 28," and now made a part hereof. Your orators further allege that thereafter, and on or about the twenty-eighth day of September, 1876, said Texas Pacific Railroad Company (then known as the Texas and Pacific Railway Company) filed in the office of the secretary of the interior, with its annual report for the year ending June 30, 1876, its map designating its said line of railroad from Marshall, Texas, by way of Fort Yuma, on the Colorado river and San Gorgonio Pass, in California, to the bay of San Diego, upon the line of route hereinbefore described as surveyed and definitely fixed as aforesaid, and on that date said map was filed in the office of the secretary of the interior, and in the office of the commissioner of the general land-office, a copy of said map being filed in said case No. 587, marked "Plaintiff's Exhibit 29," and made a part thereof.

Your orators further allege that upon filing said annual report and definitely fixing said line of route said Texas Pacific Railroad Company (then known as the Texas and Pacific Railway Company) became invested with the title to all of the sections of land designated by odd numbers for twenty miles in width on each side of said line of railroad, and with a right to select indemnity from other sections of land designated by odd numbers for a distance of twenty miles in width from said granted sections, granting to said company in all present and prospective rights

to lands for forty miles in width in the State of California, on each side of said line of railroad.

VI.

Your orators further show to the Court that by section 23 of the said act of Congress, approved March 3, 1871, it was provided as follows: "That for the purpose of connecting the Texas Pacific Railroad Company with the city of San Francisco, the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California) to construct a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles to the Texas Pacific Railroad at or near the Colorado river, with the same rights, grants and privileges, and subject to the same limitations, restrictions, and conditions as were granted to the said Southern Pacific Railroad Company of California by the act of July 27, 1866; provided, however, that this section shall in no way affect or impair the rights, present or prospective, of the Atlantic and Pacific Railroad Company, or any other railroad company."

VII.

Your orators further allege that said Texas Pacific Railroad Company did not within the time or manner required by said act of Congress of March 3, 1871, nor at all construct or complete any railroad or telegraph line, in whole or in part, within the State of California, nor within the territory of Arizona, and that, on the twenty-eighth of February, 1885, all lands and rights to *lan* lands granted to and conferred upon said Texas Pacific Railroad Company, and situated within the State of Califor-

nia and territory of Arizona, were forfeited and resumed to the United States, and said lands were restored to the public domain by the act of Congress, approved February 28, 1885 (see 23 U. S. Stats. 337), and to which act your orators refer.

VIII.

Your orators further allege that prior to the date of said grant of March 3, 1871, a large part of the sections of land designated by odd numbers within the twenty miles and primary limits of the grant of said Texas Pacific Railroad Company had been sold, reserved, and otherwise appropriated, and pre-emption and homestead claims had attached thereto.

IX.

Your orators further allege that said line of said Texas Pacific Railroad Company was located so near the boundary line of Mexico that there were not sufficient lands in California within the granted limits to satisfy such grant, but on the contrary, by reason of the facts aforesaid, said Texas Pacific Railroad Company, upon the filing and approval of said maps filed in the years 1871 and 1876, aforesaid, and definitely fixing said line, became invested with a present as well as a valuable prospective right to all said odd-numbered sections of land in California, within forty miles of said lines of route, and on both sides thereof, so far as such lands were located within said State of California.

X.

Your orators are informed and believe that the defendants herein claim that a line of railroad and telegraph

from Tehachapi Pass, by way of Los Angeles, to the Colorado river has been constructed by the Southern Pacific Railroad Company within the item, and in the manner provided by said act of Congress of March 3, 1871, above referred to, and that said company did accept said grant and the terms and conditions thereof, and did, in the year 1874, designate its line by a plat thereof, which it filed in the office of the commissioner of the general land-office on that date, within the time and manner provided by said act, and the defendants claim that the lands above described were granted to said company by said act, and defendants further claim that commissioners appointed by the President of the United States have reported that said railroad was constructed in all respects in compliance with said act; but your orators allege that all of said claims and pretenses are false and unfounded; and your orators show that said Southern Pacific Railroad Company named in said act of Congress of March 3, 1871, has not located or constructed any railroad or telegraph line, or any portion thereof, between the points named in section 23 of said act of March 3, 1871, within the time or manner provided by said act, or at all, nor has any connection ever been made with said Texas Pacific Railroad at or near the Colorado river, or at any other point.

XI.

Your orators further allege that none of said lands were granted to said Southern Pacific Railroad Company by said act of March 3, 1871, and that said lands were not included in any grant to said company, or to the defendants herein, or either of them, and that said lands

were not of the category or of the character of lands described in said section 23 of the act of March 3, 1871, to be granted to the company therein named; but, on the contrary, they were lands reserved and otherwise claimed, and said lands are still owned by the United States.

XII.

Your orators further allege that on March 3, 1871, the Southern Pacific Railroad Company named in said act of Congress of that date was not authorized by its charter to construct or operate the line of railroad from Tehachapi Pass, by way of Los Angeles, to the Colorado river, and thereafter, and before any part of any railroad or telegraph line was located or constructed between the points named in section 23 of said act of March 3, 1871, and on August 12, 1873, said Southern Pacific Railroad Company did, without any authority from the United States or from Congress of the United States, enter into certain articles of incorporation and consolidation with the Southern Pacific Branch Railroad Company, a corporation, thereby creating a new corporation and taking new powers under such new charter from the State of California, and thereby surrendering to the United States all the grants, rights, franchises, and privileges theretofore conferred upon the first said Southern Pacific Railroad Company.

XIII.

And your orators further allege that in the year 1874, and before any part of the railroad between the points named in said section 23 of the act of Congress of March 3, 1871, had been designated, constructed, or completed,

said Southern Pacific Railroad Company, created by said articles of incorporation and consolidation on August 12, 1873, consolidated with other railroad companies, corporations, creating another and new corporation, without any authority from the United States or from Congress of the United States, and taking its new charter from the State of California, and thereby surrendering to the United States all the franchises, grants, rights, and privileges, if any then remained, which had been conferred by the Congress of the United States under said act of Congress of March 3, 1871.

XIV.

Your orators further allege that the defendants herein, and each of them claim some interest in said lands under and by virtue of the said act of March 3, 1871, and not otherwise; the nature and extent of such claims are unknown to your orators, but your orators allege that such claims are not based upon any legal or equitable right to such lands, or any thereof.

Your orators further show that said adverse claims of said defendants hinder and embarrass your orators, and prevent the department of the interior from selling and otherwise disposing of said lands under the laws of the United States.

XV.

Your orators further allege that defendants herein, while claiming and pretending to own some interest in said lands, are now unlawfully removing from said lands wood, timber, minerals, and other valuable deposits, and unlawfully threatening to chop down other trees on said

land, and remove other minerals and valuable deposits thereon, and unless enjoined will do so, to the great and irreparable injury of your orators.

XVI.

Your orators further allege that the amount in controversy in this suit, exclusive of interest and costs, exceeds the sum of five thousand (5,000) dollars.

XVII.

In view of the premises, and forasmuch as your orators are remediless at and by the strict rules of the common law, and can only be relieved in a court of equity, your orators pray that the Court will quiet and determine the title of your orators to all the sections and parts of sections of land in the State of California, designated by odd numbers, upon and along and upon both sides of the lines of railroad designated upon said map of general route filed by said company in the interior department in the year 1871, and said line definitely fixed as aforesaid, within the twenty, thirty, and forty mile limits of each thereof, as against all rights, claims and interests of the defendants to such lands, or any thereof, under and by virtue of the acts of Congress of March 3, 1871, June 28, 1870, July 27, 1866, or any other act of Congress named or to be named in this bill.

And your orators further pray that the Court will forever enjoin the defendants, their servants, agents, and employés, and all persons claiming under them, from having or asserting such rights, claims, and interests to such lands under or by virtue of said acts of Congress.

And your orators further pray that the Court will annul all patents, certifications, and listings of said lands issued under any authority or pretended authority of the United States to said Southern Pacific Railroad Company under and in pursuance of said acts of Congress aforesaid.

And your orators further pray that the Court will determine that the allegations of this bill are true, and will further determine what lands said Texas Pacific Railroad Company (afterward known as the Texas & Pacific Railway Company) had a present right to, and what lands said company had a prospective right to by virtue of said grant of March 3, 1871, and will further determine that all such were forfeited to the United States for the benefit and use of the United States, and that they were restored to the public domain by said act of Congress of February 28, 1885.

And your orators pray for such other and further relief as to the Court may seem equitable in the premises, and for costs of this suit.

May it please your Honors to grant unto your orators a writ of subpoena issuing out of and under the seal of this Honorable Court, to be directed to the above-named defendants, the Southern Pacific Railroad Company, D. O. Mills and Gerrit L. Lansing, trustees, the Central Trust Company of New York, the Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company, commanding them, on a certain day and under a certain penalty therein to be inserted, to be and appear before your Honors, and then and there to answer the premises, and further to stand to and abide such or-

der and decree therein as shall be agreeable to equity and to good conscience; and your orators will ever pray.

Your orators expressly waive answer under oath by the defendants and each of them.

JOSEPH H. CALL,
Special Asst. U. S. Attorney.
GEORGE J. DENIS,
United States Attorney.

[Endorsed]: No. 675. United States Circuit Court, Southern District of California. United States vs. Southern Pacific Railroad Company. Amended bill. Filed Feb. 21, 1896. Wm. M. Van Dyke, Clerk. Joseph H. Call, Spl. Asst. U. S. Atty.

At a stated term, to wit, the January term, A. D. 1896, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Saturday, the fourteenth day of March, in the year of our Lord, one thousand eight hundred and ninety-six. Present: The Honorable ERSKINE M. ROSS, Circuit Judge.

THE UNITED STATES OF AMERICA, Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al., Defendants. } No. 587.

Certified Copy of Order Consolidating Cases Nos. 587, 675, and 662.

This cause coming on this day to be heard on complainants' motion for an order consolidating said suit and the suits entitled and numbered, respectively, The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 675, and The United States of America, Complainants, vs. The Southern Pacific Railroad Company, Defendant, No. 662, and for a further order that they be heard together upon a single record, and that the plaintiffs may have leave to file an amended bill of complaint in such consolidated cases, and that such consolidated cases shall be numbered 675, George J. Denis, Esq., United States attorney, and Joseph H. Call, Esq., special assistant United States attorney, appearing as counsel for the com-

plainants, and Wm. Singer, Jr., Esq., appearing as counsel for the defendants, and said counsel having stipulated and agreed in open court that these cases be consolidated as one suit, that plaintiff shall file one amended bill in said consolidated suit, that defendants have the usual time to plead, answer, or demur thereto, that testimony heretofore taken and evidence offered in suit No. 587 shall be considered the same as if taken or offered in such consolidated suit, and that either party may take further testimony within the usual time upon all issues, it is now, pursuant to said stipulation and agreement, ordered that said motion be, and the same hereby is, granted.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true, and correct copy of an original order, made and entered by said Court, March 14, 1896, in the cause, entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 587, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this twenty-fourth day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 587. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order consolidating cases, Nos. 587, 675, and 662, etc. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the January term, A. D. 1896, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Saturday, the fourteenth day of March, in the year of our Lord, one thousand eight hundred and ninety-six. Present: The Honorable ERSKINE M. ROSS, Circuit Judge.

THE UNITED STATES OF AMERICA, Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY, Defendant.
No. 662.

Certified Copy of Order Consolidating Cases Nos. 587, 675, and 662.

This cause coming on this day to be heard on complainants' motion for an order consolidating said suit and the suits entitled and numbered, respectively, The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 675, and The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 587, and for a further order that they be heard together upon a single record, and that the plaintiffs may have leave to file an amended bill of complaint in such consolidated cases, and that such consolidated cases shall be numbered 675, George J. Denis, Esq., United States attorney, and Joseph H. Call, Esq., special assist-

ant United States attorney, appearing as counsel for the complainants, and Wm. Singer, Esq., appearing as counsel for the defendant, and said counsel having stipulated and agreed in open court that these cases be consolidated as one suit, that plaintiff shall file one amended bill in said consolidated suit, that defendants have the usual time to plead, answer, or demur thereto, that testimony heretofore taken and evidence offered in suit No. 587 shall be considered the same as if taken or offered in such consolidated suit, and that either party may take further testimony within the usual time upon all issues, it is now, pursuant to said stipulation and agreement, ordered that said motion be, and the same hereby is, granted.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true, and correct copy of an original order, made and entered by said Court, March 14, 1896, in the cause, entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company, Defendant, No. 662, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this twenty-fourth day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 662. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order consolidating cases 587, 675, and 662, etc. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

At a stated term, to wit, the January term, A. D. 1896, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Southern District of California, held at the courtroom in the city of Los Angeles, on Saturday, the fourteenth day of March, in the year of our Lord, one thousand eight hundred and ninety-six. Present: The Honorable ERSKINE M. ROSS, Circuit Judge.

THE UNITED STATES OF AMERICA,
Complainants,
vs.
THE SOUTHERN PACIFIC RAILROAD COMPANY et al.
Defendants.
No. 675.

Certified Copy of Order Consolidating Cases Nos. 587, 675, and 662.

This cause coming on this day to be heard on complainants' motion for an order consolidating said suit and the suits entitled and numbered, respectively, The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., No. 587, and The United States of America, Complainants, vs. The Southern Pacific Railroad Company, Defendant, No. 662, and for a further order that they be heard together upon a single record, and that the plaintiffs may have leave to file an amended bill of complaint in such consolidated cases,

and that such consolidated cases shall be numbered 675, George J. Denis, Esq., United States attorney and Joseph H. Call, Esq., special assistant United States attorney, appearing as counsel for the complainants, and Wm. Singer, Jr., Esq., appearing as counsel for defendants, D. O. Mills, trustee, the Southern Pacific Railroad Company, and the Southern Pacific Company of Kentucky, and Wm. H. H. Hart, Esq., appearing as counsel for the Colorado River Irrigation Company, and Charles P. Eells, Esq., appearing as counsel for the defendant, The Central Trust Company of New York, and said counsel having stipulated and agreed in open court that these cases be consolidated as one suit, that plaintiff shall file one amended bill in said consolidated suit, that defendants have the usual time to plead, answer, or demur thereto, that testimony heretofore taken and evidence offered in suit No. 587 shall be considered the same as if taken or offered in such consolidated suit, and that either party may take further testimony within the usual time upon all issues, it is now, pursuant to said stipulation and agreement, ordered that said motion be, and the same hereby is, granted.

I, Wm. M. Van Dyke, clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true, and correct copy of an original order, made and entered March 14, 1896, in the cause entitled The United States of America, Complainants, vs. The Southern Pacific Railroad Company et al., Defendants, No. 675, and now remaining of record therein.

Attest my hand and the seal of said Circuit Court, this twenty-fourth day of August, A. D. 1899.

[Seal] WM. M. VAN DYKE,
Clerk.

[Endorsed]: No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. United States of America vs. Southern Pacific Railroad Company et al. Certified copy of order consolidating cases 587, 662, and 675, etc. Filed Aug. 24, 1899. Wm. M. Van Dyke, Clerk.

In the Circuit Court of the United States, Southern District of California, Ninth Circuit.

THE UNITED STATES OF AMERICA,
Plaintiffs.

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.

No. 675.

THE UNITED STATES OF AMERICA,
Plaintiffs,

vs.

THE SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, and THE CENTRAL TRUST COMPANY OF NEW YORK, THE SOUTHERN PACIFIC COMPANY OF KENTUCKY, THE COLORADO RIVER IRRIGATION COMPANY,
Defendants.

No. 587.

THE UNITED STATES OF AMERICA,
Plaintiffs,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY,
Defendant.

No. 662.

Amended Bill of Complaint in Consolidated Cause No. 675.

To the Judges of the Circuit Court of the United States for the Southern District of California:

The United States of America, by the attorney general thereof, and George J. Denis, United States attorney, and Joseph H. Call, special assistant attorney, in pursuance of an order of Court consolidating the three above-entitled suits, and authorizing the complainant to file one amended bill for such three consolidated suits, bring this, their amended and supplemental bill of complaint against the Southern Pacific Railroad Company, a cor-

poration organized and existing under and by virtue of the laws of the State of California, D. O. Mills and Gerrit L. Lansing, trustees, each a resident and citizen of the State of California, residing in San Francisco, in said State, the Central Trust Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, the Southern Pacific Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, and the Colorado River Irrigation Company, a corporation organized and existing under and by virtue of the laws of the State of Colorado.

I.

And thereupon your orators show and allege that the following described land was acquired by the United States of America from Mexico in the year 1846, the title to which was confirmed to your orators by treaty of Guadalupe Hidalgo in the year 1848, and was then, ever since has been, and is now the property of the United States, by title in fee simple, and at all times herein named the United States were and still are the owners and in the possession thereof, except while held by the Texas Pacific Railroad Company, hereinafter mentioned; which land is described as follows, to wit:

All the sections of land in California designated by odd numbers, situated within thirty (30) miles and within the thirty (30) mile limits of the line of railroad of the Southern Pacific Railroad Company, opposite to and coterminous with that part of said railroad between the west line of range 7 west, San Bernardino meridian, and

the Colorado river in California, as shown by the map of said line of said railroad and the twenty (20) and thirty (30) mile limits thereof, which said maps are a part of the record in this case, marked Defendant's Exhibits Nos. 39, 40, and 42, and now made a part hereof, and such maps also being a part of the record in case No. 600 in this Court, marked, respectively, Defendant's Exhibits Nos. 320, 321, and 323.

II.

Your orators further show that by the act of Congress, approved July 27, 1866, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific Coast," Congress incorporated the Atlantic and Pacific Railroad Company and granted to said company, to aid in the construction of said railroad, a large amount of lands in the State of California, and other States and territories, and to the whole of which said act your orators refer. (See U. S. Stats., Vol. 14, p. 292.)

Your orators further show that by section 18 of said act Congress authorized the Southern Pacific Railroad Company, a corporation claiming to be organized under the laws of the State of California, to connect with said Atlantic and Pacific Railroad, and to aid in its construction, and, upon the condition that it would make such connection, agreed to make to said Southern Pacific Railroad Company a grant of lands upon the same terms, conditions, and limitations as were granted to the said Atlantic and Pacific Railroad Company.

III.

Your orators further show unto the Court, and allege, that by the act of Congress, approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railroad Company, and to aid in the construction of its road, and for other purposes" (see U. S. Stats., Vol. 16, pp. 573-9), Congress incorporated and created the Texas Pacific Railroad Company, and granted to said company, to aid in the construction of said railroad, a large amount of land in the State of California, and in other States and territories, and to the whole of which said act your orators refer.

IV.

Your orators further show that said Texas Pacific Railroad Company duly accepted said grant and the terms and conditions of said act, within the time therein required, and did designate upon a plat or map the whole of its line of general route under said act, from Marshall, Texas, by way of the points and places named in said act, in the time and manner provided therein in said act, to San Diego, California, to Ship's Channel, in the bay of San Diego, and on or about October 15, 1871, did file such plat in the office of the commissioner of the general landoffice, and which map was approved by the secretary of the interior at that time, and has ever since been treated by said officer as a sufficient and valid location of said general route, and upon the filing of such map in the office of the secretary of the interior the United States withdrew from market and reserved all the odd-numbered sections of land in California within forty miles of the

line of said railroad, said map being on file in said case of United States v. Southern Pacific Railroad, No. 587, in this Court, marked Plaintiff's Exhibit No. 10, and now made a part hereof.

V.

Your orators further allege that prior to the fourth day of April, 1874, the Texas Pacific Railroad Company (then known as the Texas & Pacific Railway Company) surveyed, located upon the ground, and definitely fixed its line of railroad from Marshall, Texas, to San Diego, on the bay of San Diego, State of California, in all respects as required by said act of March 3, 1871. And your orators allege that all of the lands described in paragraph 1 of this bill fall within the primary and indemnity limits of said line of railroad of said Texas Pacific Railroad Company as so definitely fixed as aforesaid, and they were all lands to which said company then held the legal title, or were lands which said company was entitled to select as indemnity for losses within its place limits, and they were all lands to which said company had present rights as well as prospective rights within the meaning of section 23 of said act of Congress of March 3, 1871.

Your orators further allege that, when said railroad was so definitely fixed by said Texas Pacific Railroad Company, all of the lands so described in paragraph 1 of this bill were by authority of United States withdrawn from market and reserved and they were so reserved for the benefit of said Texas Pacific Railroad Company, and they so remained withdrawn and reserved until said grant to said Texas Pacific Railroad Company was for-

feited to the United States, as herein more particularly set forth. Your orators allege that none of said lands aforesaid within either the primary or indemnity limits of the line of said Texas Pacific Railroad Company, as so definitely fixed, or within the primary or indemnity limits of said company's said line of road as located by said map of general route, were granted to said Southern Pacific Railroad Company or operated upon by section 23 of said act of March 3, 1871, or by any other act of Congress, and your orators deny that they were intended to be granted to said company by Congress or to be operated upon by the provisions of said section.

VI.

Your orators further show to the Court that by section 23 of the said act of Congress, approved March 3, 1871, it was provided as follows: "That for the purpose of connecting the Texas Pacific Railroad Company with the city of San Francisco, the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California) to construct a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to the Texas Pacific Railroad, at or near the Colorado river, with the same rights, grants, and privileges, and subject to the same limitations, restrictions, and conditions, as were granted to the said Southern Pacific Railroad Company of California by the act of July 27, 1866; provided, however, that this section shall in no way affect or impair the rights, present or prospective, of the Atlantic and Pacific Railroad Company, or any other railroad company."

Your orators allege that the Southern Pacific Railroad Company, defendant herein, on or about January 31, 1878, located, constructed, and equipped its line of railroad and telegraph from Mojave, near Tehachapi Pass, via Los Angeles, to the Colorado river near Fort Yuma, California, in all respects as required and authorized by said section 23 of the act of Congress of March 3, 1871 (except that no connection was made with the Texas Pacific Railroad), and which railroad and telegraph was then accepted and approved by commissioners appointed by the President of the United States.

Your orators further allege that said line of railroad and telegraph of said Southern Pacific Railroad Company, and the twenty and thirty mile limits thereof, through the lands in suit herein, is correctly shown by the maps or plats in evidence in this case marked Defendant's Exhibits Nos. 39, 40, and 42, and now made a part hereof, and said maps being also a part of the record in case 600 in this Court, marked Defendant's Exhibits 320, 321, and 323.

VII.

Your orators further allege that said Texas Pacific Railroad Company did not within the time or manner required by said act of Congress of March 3, 1871, nor at all, construct or complete any railroad or telegraph line, in whole or in part, within the State of California, nor within the territory of Arizona, but failed and refused so to do, and that, on the 28th of February, 1885, all lands and rights to lands granted to and conferred upon said Texas Pacific Railroad Company, and situated within

the State of California and territory of Arizona, were forfeited and resumed to the United States, and said lands were restored to the public domain by the act of Congress, approved February 28, 1885 (see 23 U. S. Stats. 337), and to which your orators refer.

VIII.

Your orators further allege that prior to the date of said grant of March 3, 1871, a large part of the sections of land designated by odd numbers within the twenty miles or primary limits of the grant of said Texas Pacific Railroad Company had been sold, reserved, and otherwise appropriated, and pre-emption and homestead claims had attached thereto.

IX.

Your orators further allege that said line of said Texas Pacific Railroad Company was located so near the boundary line of Mexico that there were not sufficient lands in California within the granted limits to satisfy such grant; but on the contrary, by reason of the facts aforesaid, said Texas Pacific Railroad Company, upon the filing and approval of said map filed in the year 1871, and upon definitely fixing said line, became invested with a present as well as a valuable prospective right to all said odd-numbered sections of land in California, within forty miles of said lines of route, and on both sides thereof, so far as such lands were located within said State of California.

X.

Your orators allege that in July, 1887, one Joseph Crawford, then a citizen of the United States, settled

upon the northwest quarter (¼) of section 17, township 7 south, range 3 east, San Bernardino base and meridian, claiming the same as a homestead under the homestead laws of the United States, it then being public land, and said Crawford then being qualified to enter said land as a homestead; and thereafter, and before said Crawford was required by the laws of the United States to enter said land at the United States landoffice, said defendant railroad company selected, or pretended to select, said land as indemnity, and thereby prevented said Crawford from entering said land and obtaining the legal title thereto under the homestead laws of the United States, of which selection and approval thereof said Crawford had no notice or knowledge.

XI.

And your orators allege that, from the date of his settlement upon said land in July, 1887, as aforesaid, down to the present time, said Crawford has continued to occupy and reside upon and cultivate said land, claiming the same as a homestead, complying with all the requirements of the homestead laws of the United States, and prior to the time of the commencement of this suit he attempted to enter said land at the United States landoffice at Los Angeles, California, and tendered the fees for such entry, but his said entry was rejected, for that said land had been theretofore illegally, erroneously, and inadvertently certified to defendant railroad company, but subsequent to said Crawford's settlement and entry thereon, and while it was so settled upon and held by said Crawford.

XII.

Your orators further allege that the defendants herein, and each of them, claim some interest in all said lands described in paragraph I of this bill under and by virtue of section 23 of said act of March 3, 1871, and not otherwise; the nature and extent of such claims are unknown to your orators; but your orators allege that said defendants have no legal or equitable right or title to such lands, or any thereof, or any interest therein.

Your orators further show that said adverse claims of said defendants hinder and embarrass your orators, and prevent the department of the interior from selling and otherwise disposing of said lands under the laws of the United States.

XIII.

Your orators further allege that defendants herein, while claiming and pretending to own some interest in said lands, are now unlawfully removing from said lands wood, timber, minerals and other valuable deposits, and unlawfully threatening to chop down growing trees on said land and remove other minerals and valuable deposits thereon, and unless enjoined will do so, to the great and irreparable injury of your orators.

XIV.

Your orators further allege that the amount in controversy in this suit, exclusive of interest and costs, exceeds the sum of five thousand (5,000) dollars; and the value of the lands claimed by the defendants greatly exceeds said sum.

In view of the premises, and forasmuch as your orators are remediless at and by the strict rules of the common law, and can only be relieved in a court of equity, your orators pray that the Court will quiet and determine the title of your orators to all the sections and parts of sections of land in the State of California, designated by odd numbers, upon and along and upon both sides of the lines of railroad designated upon said map of general route filed by said company in the interior department in the year 1871, and said line definitely fixed as aforesaid, within the twenty, thirty, and forty mile limits of each thereof, including the lands described in paragraph I of this bill, as against all rights, claims, and interests of the defendants to such lands, or any thereof, under and by virtue of the acts of Congress of March 3, 1871, June 28, 1870, July 27, 1866, or any other act of Congress named or to be named in this bill.

And your orators further pray that the Court will forever enjoin the defendants, their servants, agents, and employés, and all persons claiming under them, from having or asserting such rights, claims and interests to such lands under or by virtue of said acts of Congress.

And your orators further pray that the Court will annul all patents, certifications, and listings of said lands issued under any authority or pretended authority of the United States to said Southern Pacific Railroad Company, under and in pursuance of said acts of Congress as aforesaid.

And your orators further pray that the Court will determine that the allegations of this bill are true, and will further determine what lands said Texas Pacific Railroad

Company (afterward known as the Texas & Pacific Railway Company) had a present right to, and what lands said company had a prospective right to, by virtue of said grant of March 3, 1871, and will further determine that all such lands were forfeited to the United States for the benefit and use of the United States, and that they were restored to the public domain by said act of Congress of February 28, 1885.

Your orators further pray that if it shall be found upon the final hearing of this cause that any of such lands described in paragraph I of this bill have been sold by said Southern Pacific Railroad Company to persons, they being bona fide purchasers of such lands, or any thereof, within the meaning of the act of Congress of March 2, 1896, or the act of Congress of March 3, 1887, that, as to all such lands, defendant Southern Pacific Railroad Company be required to pay to your orators the value of such lands.

And your orators pray for such other and further relief as to the Court may seem equitable in the premises, and for costs of this suit.

Your orators expressly waive answer under oath by the defendants and each of them.

JUDSON HARMON,
Attorney General.
JOSEPH H. CALL,
Special Asst. U. S. Attorney.
GEORGE J. DENIS,
United States Attorney, Southern District of California.

[Endorsed]: Consolidated Nos. 675, 587, 662. United States Circuit Court, Southern District of California. United States vs. Southern Pacific Railroad Company. Amended bill. Filed May 26, 1896. Wm. M. Van Dyke, Clerk. Joseph H. Call, Special Asst. U. S. Atty.

In the Circuit Court of the United States, Ninth Circuit, Southern District of California.

IN EQUITY.

THE UNITED STATES OF AMERICA, Plaintiffs,

vs.

SOUTHERN PACIFIC RAILROAD COMPANY, D. O. MILLS and GERRIT L. LANSING, Trustees, CENTRAL TRUST COMPANY OF NEW YORK, SOUTHERN PACIFIC COMPANY OF KENTUCKY, and COLORADO RIVER IRRIGATION COMPANY, Defendants.

Consolidated No. 675.

Joint and Several Answer to Amended Bill of Complaint in Consolidated Cause No. 675.

The joint and several answer of the defendants Southern Pacific Railroad Company, D. O. Mills, trustee, Central Trust Company of New York, Southern Pacific Company of Kentucky, and Colorado River Irrigation Com-

pany, to the plaintiffs' amended bill of complaint filed herein on May 26, 1896.

These defendants, Southern Pacific Railroad Company, D. O. Mills, trustee, Central Trust Company of New York, Southern Pacific Company of Kentucky, and the Colorado River Irrigation Company, respectively, now and at all times saving to themselves all, and all manner of, benefit or advantage of exception or otherwise that can or may be had or taken to the many errors, uncertainties, or imperfections in the said amended bill of complaint, for answer thereto, or to so much thereof as the defendants are advised it is material or necessary for them to make answer to, jointly and severally answering, say:

1st. They admit that by the Guadalupe Hidalgo treaty, confirmed during the year 1848, the United States acquired title in fee to the lands described in subdivision I of the said amended bill of complaint filed May 26, 1896 (hereinafter, for brevity, referred to as "said bill").

The defendants say that by an act approved July 27, 1866, hereinafter more particularly set forth, Congress granted a portion of the lands described in subdivision I of the said bill to the defendant Southern Pacific Railroad Company; and by an act approved March 3, 1871, hereinafter more particularly set forth, Congress granted to the said defendant all the lands described in subdivision I of the said bill, *nor* theretofore granted it by the said act of July 27, 1866.

The defendants deny that any of the lands described in subdivision I of the said bill, which lie within the limits of the grant made to the said defendant by the act of July 27, 1866, or which were withdrawn (as hereinafter shown)

in pursuance of the said act, are, or at any time since the passage of the said act were, the property, or in the possession of, the United States; or that the United States have, or at any time since the passage of the said act had, fee simple or other title to any of such lands; or that any such lands *lands* are, or ever were, held by the Texas Pacific Railroad Company.

And they also deny that any of the lands described in subdivision I of the said bill, which lie within the limits of the grant made to the said defendant by the act of March 3, 1871, or which were withdrawn (as hereinafter shown) in pursuance of the said act, are, or at any time since the passage of the said act were, the property of, owned by, or in the possession of the United States; or that the United States have, or at any time since the passage of the said act had, fee simple or other title to any of such lands; or that any of such lands are or ever were held by the Texas Pacific Railroad Company.

2d. The defendants admit that by the act approved July 27, 1866, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific Coast," Congress incorporated the Atlantic and Pacific Railroad Company, and the said act contained provisions respecting a grant of lands, as by reference thereto will fully appear; but say that such grant was made upon the conditions and limitations specified in said act, and that the said company did not designate the line of, nor locate, nor construct any railroad in the State of California, nor acquire any grant of lands therein. And they expressly deny that any grant to the Atlantic and Pacific Railroad

Company under said act ever attached to any specific lands in the State of California.

And they also admit and say that by section 18 of the last-mentioned act, Congress authorized the defendant Southern Pacific Railroad Company, a corporation, claiming to be and which was organized under the laws of the State of California, to connect with the Atlantic and Pacific Railroad; but deny that by the said section it merely agreed to make the said company a land grant, or that any of the provision or provisions of that section was or were upon condition that the Southern Pacific Railroad Company would make a connection with the said Atlantic and Pacific Railroad.

In this behalf the defendants say that the Southern Pacific Railroad Company is, and ever since December 2, 1865, has been, a corporation duly organized and existing under the laws of the State of California. That the act of July 27, 1866, hereinbefore mentioned, authorized the said company to connect with the Atlantic and Pacific Railroad at such point near the boundary line of the State of California as they should deem most suitable for a railroad line to San Francisco, and to construct a railroad from such point to San Francisco. To aid in the construction of such railroad, the said act made a grant to the defendant Southern Pacific Railroad Company of every alternate section of public land, not mineral, designated by odd numbers, to the amount of ten alternate sections of land per mile on each side of said railroad, whenever on the line thereof the United States should have full title, not reserved, sold, granted, or otherwise appropriated, and free from pre-emption or other claims or

rights at the time the line of said road should be designated by a plat thereof, filed in the office of the commissioner of the general landoffice. And the said act further provided that whenever prior to said time any of the said sections or parts of sections should have been granted, sold, reserved, occupied by homestead settlers, or pre-empted, or otherwise disposed of, other lands should be selected by said company in lieu thereof, under the direction of the secretary of the interior, in alternate sections, designated by odd numbers, not more than ten miles beyond the limits of the first-mentioned sections. The said act, as printed in the 14th Statute at Large, at page 292 and following, is referred to and made part of this answer.

The said defendant duly accepted the terms, conditions, and impositions of the said act, fixed the general route of the entire line of the said railroad, and on January 3, 1867, the line thereof was designated by a plat filed on that day in the office of the commissioner of the general landoffice. The said general route, plat, and designation of line were duly approved and accepted by the commissioner of the general landoffice and secretary of the interior; and on March 22, 1867, the commissioner of the general landoffice, by direction of the secretary of the interior, withdrew the odd-numbered sections of land within thirty miles of the railroad line shown upon the said plat. All of such lands have ever since remained so withdrawn, by virtue of the said withdrawal, and by the provisions of section 6 of the said act. On June 28, 1870, a joint resolution was adopted by Congress, entitled "Joint

resolution concerning the Southern Pacific Railroad of California," which is printed in the 16th U. S. Statute at Large, page 382, and the whole thereof is made a part of this answer.

That the said defendant constructed the first thirty miles of its railroad within the time allowed by the said act and the act approved July 25, 1868, entitled "An act to extend the time for the construction of the Southern Pacific Railroad in the State of California"; and the railroad of the said defendant extending from San Francisco to Tres Pinos, and from Goshen to the Needles, was definitely located and constructed, and maps of definite location and construction thereof filed with and approved by the secretary of the interior prior to December, 1884; and prior to the last-mentioned date commissioners appointed by the President of the United States examined the same and duly reported to the President that all of the said railroad had been completed in a good, substantial, and workmanlike manner, in all respects as required by the said acts; and prior to the last-mentioned date the president duly accepted and approved all of said reports except the report upon that portion of the said railroad which extends from Mojave to the Needles.

On July 27, 1866, all the lands described in subdivision I of the said bill lying within thirty miles of the line of road shown on the said map filed January 3, 1867, were vacant and unappropriated public lands, not mineral, to which the United States had full title, not reserved, sold, granted, or otherwise appropriated, and free from preemption or other claims or rights; and all of the said

lands have ever since so remained, excepting only as they have been affected by the acts of Congress, and the grants, rights, title, and interests of the defendants herein set forth.

And the defendants say that, prior to the time of the filing of said plat, many of the odd sections within twenty miles of, and many of the odd sections between twenty and thirty miles from the railroad line shown on the said plat filed January 3, 1867, were granted, sold, reserved, occupied by homestead settlers, pre-empted and otherwise disposed of; and at the time the said plat was filed all the odd-numbered sections lying within thirty miles of the said railroad line, to which the United States had full title, not reserved, sold, granted, or otherwise appropriated, and free from pre-emption or other claims or rights were insufficient to make the quantity granted by the said act to the defendant Southern Pacific Railroad Company, and all the lands described in subdivision I of the said bill, lying within thirty miles of the railroad line shown on the said plat filed January 3, 1867, were granted to the defendant Southern Pacific Railroad Company by the said act of July 27, 1866.

3d. The defendants admit that by the act approved March 3, 1871, entitled "An act to incorporate the Texas Pacific Railroad Company, and to aid in the construction of its road, and for other purposes," Congress incorporated the Texas Pacific Railroad Company, and said act contained provisions respecting a grant of lands, as by reference thereto will fully appear; but they say that such grant was made upon the conditions and limitations

specified in said act, and that the said company did not definitely fix, designate, locate, nor construct any railroad in the State of California, nor acquire any grant of lands in said State; and they expressly deny that any grant to the Texas Pacific Railroad Company, or any successor thereof under said act, ever attached to any specific lands in the State of California.

4th. The defendants deny that the Texas Pacific Railroad Company accepted the grant, or the terms or conditions of the said act of March 3, 1871, at any time.

And they deny that the Texas Pacific Railroad Company ever did designate upon a plat or map the whole or any part within the State of California, of its general route under said act, from Marshall, Texas, by way of the points and places named in the said act, or any points or places, to San Diego, California, or to Ship's Channel in the bay of San Diego; or that the said company did, on or about October 15, 1871, or at any time, file such plat in the office of the commissioner of the general landoffice; or that such or any plat or map filed by the said company was approved by the secretary of the interior at any time, or ever treated by said officer as a sufficient or valid location of a general route; or that upon the filing of such or any map in the office of or with the secretary of the interior, by or for or on behalf of the said company, the United States withdrew from market or reserved any lands in the State of California; and they deny that the map referred to in subdivision IV of the said bill as "Plaintiffs' Exhibit No. 10," in case No. 587, designates any line of route for or by the Texas Pacific Railroad Com-

pany, or that that map was filed for or by said company in the office of the commissioner of the general landoffice at any time.

The defendants say that the map referred to as "Plaintiffs' Exhibit No. 10" in case No. 587 purports to be a copy of a map filed in the office of the commissioner of the general landoffice; and they admit that the map of which it purports to be a copy was filed in the said office on or about October 15, 1871. But the defendants deny that the Texas Pacific Railroad Company ever designated or adopted the line of route shown upon it; or that the said map was made or filed by or for, or with the knowledge or consent of, the said company.

And the defendants say that the line shown upon said map was drawn without any survey having been made therefor, and without knowledge of the country through and over which the same is represented as passing; and that the said map is but a fancied sketch, which shows a line along which it is, and has always been impossible to construct a railroad, because of the topography and natural features of the country. That the said act did not authorize the Texas Pacific Railroad Company to construct a railroad nor to designate a route, by plat or otherwise, along the line shown upon the said map.

5th. The defendants deny that, prior to April 4, 1874, or at any time, the Texas Pacific Railroad Company (then known as the Texas and Pacific Railway Company, or by any other name) surveyed, located upon the ground, or definitely fixed any line of railroad from Marshall, Texas, to San Diego, or any line of railroad within, or partly

within, the State of California; and they deny that any of the lands described in subdivision I of the said bill fall within either the primary or indemnity limits of any line of railroad of the said Texas Pacific Railroad Company or any line of railroad ever definitely fixed by or on behalf of said company; and they deny that the said company, in 1874, or at any time, held legal or other title to any of said lands, or that the said company was ever entitled to select any of said lands as indemnity lands, or that the said company ever had a present or prospective right to any of said lands, within the meaning of section 23 of the said act of March 3, 1871, or at all; and they deny that any of said lands were ever, by authority of the United States or otherwise, withdrawn from market or reserved for the benefit of the Texas Pacific Railroad Company, or ever withdrawn or reserved otherwise than for the Southern Pacific Railroad Company, as hereinafter set forth.

The defendants deny that none of the said lands were granted to the Southern Pacific Railroad Company, or operated upon by section 23 of the said act of March 3, 1871, or by any other act of Congress or intended to be granted, to the said company by Congress, or to be operated upon by the provisions of the said section; and say that all of said lands were granted, and intended to be granted, to the defendant Southern Pacific Railroad Company—a part thereof by the said act of July 27, 1866, and the remainder thereof by the said act of March 3, 1871.

6th. The defendants admit and say that the defendant Southern Pacific Railroad Company, prior to January 31, 1878, and within the times prescribed for the various por-

tions thereof, respectively, located, constructed, and equipped the line of railroad and telegraph authorized by section 23 of the said act of March 3, 1871, in all respects as required by that act; that the said railroad and telegraph have been duly accepted and approved by commissioners appointed by the President of the United States; that the line of said railroad and telegraph extending through the lands in suit, and the twenty miles limits and thirty miles limits of the land grant made by the said act of March 3, 1871, to aid in constructing the same, are correctly shown upon the maps referred to in subdivision VI of the said bill.

The defendants also admit and say that the said act of March 3, 1871, authorized the defendant Southern Pacific Railroad Company to construct its line of railroad to the Texas Pacific Railroad at or near the Colorado river; but deny that the said act required the said defendant to make any connection with the said Texas Pacific Railroad, and say that the Texas Pacific Railroad was never constructed to any point at or near the Colorado river.

And herein the defendants say that to aid in the construction of its said railroad, the said act of March 3, 1871, made a grant to the defendant Southern Pacific Railroad Company of every alternate section of public land, not mineral, designated by add numbers, to the amount of ten alternate sections of land per mile on each side of said railroad, whenever on the line thereof the United States should have full title, not reserved, sold, granted, or otherwise appropriated and free from pre-emption or other claims or rights at the time the line of said road is desig-

nated by a plat thereof filed in the office of the commissioner of the general landoffice; and the said act further provided, that whenever prior to said time any of the said sections or parts of sections shall have been granted, sold, reserved, occupied by homestead settlers, or pre-empted, or otherwise disposed of, other lands shall be selected by said company in lieu thereof, under the direction of the secretary of the interior, in alternate sections, designated by odd numbers, not more than ten miles beyond the limits of the first mentioned sections. And the said act also granted to said defendant a right of way to the extent of one hundred feet in width on each side of said railroad, including all necessary grounds for station buildings, workshops, depots, machine-shops, switches, sidetracks, turntables and water stations. The said act, as printed in the 16th Statute at Large, at page 573 and following, is referred to and made part of this answer.

The said defendant duly accepted the terms, conditions, and impositions of the said act, fixed the general route of the entire line of the said railroad, and on April 3, 1871, the line thereof was designated by a plat filed on that day in the office of the commissioner of the general landoffice. The said general route, plat, and designation of lines were duly approved and accepted by the commissioner of the general landoffice and secretary of the interior; and on April 21, 1871, the commissioner of the general landoffice, by direction of the secretary of the interior, withdrew the odd-numbered sections of land within thirty miles of the railroad line shown upon the said plat. All of such lands have ever since remained so withdrawn by virtue of the

said withdrawal, and by the provisions of section 6 of the said act of July 27, 1866.

Thereafter, and prior to January 31, 1878, the said company definitely located and constructed the entire railroad provided for in the said act of March 3, 1871, along the line designated upon the said plat filed April 3, 1871; and maps of the definite location and construction of the whole thereof were filed with and approved by the secretary of the interior prior to January 31, 1878. Prior to the last-mentioned date commissioners appointed by the President of the United States duly examined the entire line of said railroad, reported to the President that the same had been constructed in a good, substantial, and workmanlike manner, in all respects as required by the said act, and the President duly accepted and approved all of said reports prior to the date last mentioned.

The defendants say that none of the lands described in subdivision I of the said bill are, or ever were, mineral lands; but that many of the odd sections within twenty miles of, and between twenty and thirty miles from, the railroad line shown on the said plat filed April 3, 1871, and so constructed as aforesaid, were granted, sold, reserved, occupied by homestead settlers, pre-empted, and otherwise disposed of by the United States, prior to March 3, 1871; and on April 3, 1871, when the said plat was filed, all the odd-numbered sections lying within thirty miles of the said railroad line, to which the United States had full title, not reserved, sold, granted, or otherwise appropriated, and free from pre-emption or other claims or rights, were insufficient to

make the quantity granted by the said act to the defendant Southern Pacific Railroad Company; and that all the lands described in subdivision I of the said bill, not granted to the defendant Southern Pacific Railroad Company by the act of July 27, 1866, were granted to it by the said act of March 3, 1871.

7th. The defendants say it is true, as alleged in subdivision VII of the said bill, that the Texas Pacific Railroad Company did not construct any railroad or telegraph line in whole or in part in the State of California or territory of Arizona, but failed and refused so to do; and that on February 28, 1885, Congress passed an act wherein it was provided that all lands granted to the Texas Pacific Railroad Company, under act of Congress of March 3, 1871, hereinbefore referred to, and the acts amendatory thereof and supplemental thereto, be, and they were declared to be, forfeited and restored to the public domain, and made subject to disposal under the general laws of the United States, as though said grant had never been made.

But the defendants deny that any of the said lands described in the said bill were ever granted to the Texas Pacific Railroad Company, or that rights in or to any of said lands were ever conferred upon the said company; or that any of said lands were forfeited or resumed to the United States or restored to the public domain by the said act of February 28, 1885.

8th. The defendants deny that prior to March 3, 1871, a large part of any of the sections of land designated by odd numbers within the twenty miles or any primary limits of any grant to the Texas Pacific Railroad Company

had been sold, reserved, or otherwise appropriated, or that pre-emption or homestead claims had attached to any of such lands; and they deny that any sections of land in California were ever granted to the said company, or that any grant to the said company ever had twenty miles or primary limits in the State of California.

9th. The defendants deny that the said or any line of the Texas Pacific Railroad Company was located so near the boundary line of Mexico that there were not sufficient lands in California within any granted limits to satisfy any such grant; and herein they deny that the said company ever did locate a line anywhere in California.

And the defendants deny that by reason of the facts alleged in said bill, or by reason of any facts, the Texas Pacific Railroad Company, upon the filing and approval of any map filed in the year 1871, or filed at any other time, or upon definitely fixing any line, became invested with any present or prospective right to all or any odd-numbered sections of land in California, within forty miles of any line of route, or on both sides, or either side thereof. And herein the defendants deny that the Texas Pacific Railroad Company filed any map in the year 1871, or at any time, or that the said company definitely fixed any line in the State of California; or that the said company ever became invested with a present or prospective right to any land in California; or that the said company ever had a line or lines of route in California.

10th. The defendants deny that the northwest quarter of section 17, township 7 south, range 3 east, San Bernardino base and meridian, was public land in July, 1887, or

subject to homestead settlement, filing, or entry at that time.

They deny that in July, 1887, one Joseph Crawford was a citizen of the United States, or that he then settled upon the northwest quarter of the said section 17, or that he claimed the said land under the homestead laws of the United States, or that he was qualified to enter said land as a homestead. And they deny that the laws of the United States required the said Crawford, or any other person, to enter the said land at the United States land-office, at any time, or that the said Crawford ever had a right to or could have entered the same at all.

The defendants admit that the defendant Southern Pacific Railroad Company selected (but deny that it pretended to select) the said land as indemnity land granted to it by the said act of March 3, 1871. And they say that the said company did duly select the same under the direction of the secretary of the interior in the manner and form and in all respects as required by law and the rules and regulations of the general landoffice of the United States, and duly paid the fees and costs of selecting, surveying, and patenting the same; and that on October 3, 1887, the register and receiver at the United States land-office at Los Angeles, acting under the direction of the secretary of the interior, duly approved and certified the said selection, and the same thereupon became, and has ever since remained, a final location of the said land.

But the defendants deny that the said Crawford was prevented from entering the said land or obtaining the legal title thereto, under the homestead laws of the

United States, by the said selection of the Southern Pacific Railroad Company; or that he could have entered or procured any title to the said land, even had the said selection not been made. And they deny that the said Crawford had no notice of such selection of said lands or the approval thereof.

11th. The defendants deny that the said Crawford ever settled or resided on, or held, occupied, or cultivated the land described in subdivision X of the said bill; or that he claimed the same as a homestead, or complied with the requirements of the homestead laws of the United States; or that the said land was ever illegally, or erroneously, or inadvertently certified to the defendant railroad company; or that any entry of the said land by the said Crawford was ever rejected, for that the said land had been theretofore illegally, erroneously, or inadvertently certified to the defendant railroad company.

12th. The defendants other than the Southern Pacific Company and the Colorado River Irrigation Company admit that they claim some interest in all the lands described in subdivision I of the said bill, under and by virtue of the said act of March 3, 1871, but deny that they do not claim some interest in the same otherwise. The Colorado River Irrigation Company admits that it claims an interest in a portion of such lands, under the said act of March 3, 1871.

They deny that the nature and extent of their claim to the said land is unknown to the plaintiffs, but say that the nature and extent of such claim is well known to the plaintiffs.

They deny that they have no legal or equitable title to or interest in the said lands; and say that the defendants other than the Southern Pacific Company and the Colorado River Irrigation Company have an interest in all of the said land, as herein shown; and that the defendant, the Colorado River Irrigation Company, has an interest in a portion of said lands.

They deny that the plaintiffs have any right to or could sell or otherwise dispose of any of the said lands, under the laws of the United States; or that the said or any adverse claims of the defendants unlawfully or unjustly hinder or embarrass the plaintiffs, or prevent the department of the interior from selling or disposing of the said lands under the laws of the United States.

13th. The defendants deny that they are unlawfully removing from any of said lands, wood, timber, minerals, or other valuable deposits, or are unlawfully threatening to chop down growing trees on said land, or to remove other minerals or other valuable deposits thereon; or that unless enjoined they will do so, to the great or irreparable, or any, injury of the plaintiffs.

14th. The defendants admit and say that the amount in controversy in this suit, exclusive of interest and costs, exceeds the sum of five thousand dollars; and the defendants say they claim all the lands in controversy.

15th. The defendants say that on or about April 1, 1875, the defendant Southern Pacific Railroad Company duly made, executed, and delivered to the defendants, D. O. Mills and one Lloyd Tevis, as trustees, a mortgage bearing date that day, conveying to them all the lands de-

scribed in subdivision I of the said bill; which mortgage was given to secure the payment of negotiable mortgage bonds to be issued and sold by the said company. That prior to October 1, 1888, the said company duly issued, sold, and delivered negotiable mortgage bonds secured by the said mortgage of the face value of $39,285,000, to bona fide purchasers thereof, without notice of any claim or demand of the United States to, or respecting any of the said lands; and that each and all of said purchasers paid the full value for the said bonds, and all of the said bonds are outstanding and unpaid in the hands of bona fide purchasers.

That Gerrit L. Lansing, named in the said bill as a defendant, was duly substituted for the said Lloyd Tevis, as a trustee, under the said mortgage. Thereafter the said Gerrit L. Lansing died, and on March 21, 1896, one Homer S. King was duly substituted for the said Gerrit L. Lansing, as a trustee, under the said mortgage.

The said mortgage was duly recorded during the year 1875 in each and every county in which any of the lands described in subdivision I of the said bill are situated; and it was well known to the plaintiffs when this suit was brought.

16th. Further answering the defendants say that the defendant Central Trust Company of New York is, and on August 25, 1888, was, a corporation duly organized and existing under and in virtue of the laws of the State of New York. That on or about the last-mentioned date the defendant Southern Pacific Railroad Company made, executed, and delivered to the said Central Trust Com-

pany a further mortgage or deed of trust covering, besides other properties, all the lands described in subdivision I of the said bill, to secure the payment of negotiable mortgage bonds to be issued and sold by the mortgagor. That prior to the year 1893 the said Southern Pacific Railroad Company duly issued, sold, and delivered negotiable bonds secured by the said mortgage or deed of trust, of the face value of $11,375,000, to bona fide purchasers thereof, without notice of any claim or demand of the United States to or respecting any of the said lands; and that each and all of the said purchasers paid the full face value of the said bonds, and all of the said bonds are outstanding and unpaid in the hands of bona fide purchasers.

That on or about September 15, 1893, the defendant Southern Pacific Railroad Company made, executed, and delivered to the said Central Trust Company a further mortgage or deed of trust covering, besides other properties, all the lands described in subdivision I of the said bill, to secure the payment of negotiable mortgage bonds to be issued and sold by the mortgagor. That thereafter, and prior to the commencement of any of the suits consolidated herein, the said Southern Pacific Railroad Company duly issued, sold, and delivered negotiable bonds secured by the last-mentioned mortgage or deed of trust, of the face value of $16,888,000, to bona fide purchasers thereof, without notice of any claim or demand of the United States to, or respecting, any of the said lands; and that each and all of the said purchasers paid the full value of the said bonds, and all of the said bonds are outstanding and unpaid in the hands of bona fide purchasers.

Each of the said mortgages or deeds of trust was duly recorded in each and every county in which any of the lands described in subdivision I of the said bill are situated, prior to the commencement of any of the suits consolidated herein, and each thereof was well known to the plaintiffs when this suit was brought.

17th. The defendants say that the defendant Southern Pacific Company is a corporation duly organized and existing under the laws of the State of Kentucky; but that the said company has no claim or interest in any of the lands described in subdivision I of the said bill.

18th. The defendants say that the defendant Colorado River Irrigation Company is, and prior to December 8, 1893, was, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado. That on December 8, 1893, the Colorado River Irrigation Company, without notice or knowledge that the plaintiffs had or claimed any right, title, or interest in or to any of the lands described in subdivision I of the said bill, purchased from the defendant Southern Pacific Railroad Company, for a valuable consideration, all of such lands as are bounded on the south by the international line separating California from Mexico, on the north by the railroad station at Indio, on the east and west by the east and west branches of the canals of the Colorado River Irrigation Company.

The said defendant Colorado River Irrigation Company is a bona fide purchaser of the said lands, for a valuable consideration, and claims to be the owner thereof by rea-

son of such purchase, and has expended more than $150 000 in improving the same.

19th. Further answering the defendants say that prior to the commencement of any of the suits consolidated herein, the defendant Southern Pacific Railroad Company duly selected all the lands described in subdivision I of the said bill, under the direction of the secretary of the interior, and paid to the United States all charges demanded by it for fees, costs of survey, and costs of patenting the same, amounting in all to about $40,000. That the United States have appropriated and retained all of said money, and have not returned, nor offered to return, any part of the same.

20th. And the defendants say that prior to the commencement of any of the suits consolidated herein, the United States duly issued and delivered to the defendant Southern Pacific Railroad Company patents conveying the legal title to it for 342,849.07 acres of land described in subdivision I of the said bill; all of which patents issued in virtue of the acts of July 27, 1866, and March 3, 1871, hereinbefore mentioned; and the said company was never asked, nor was any demand made upon the said company, to reconvey the same, or any portion thereof, to the United States.

That of the lands so patented to it the defendant Southern Pacific Railroad Company, by 1,251 several sales to 998 different persons, sold 234,173.04 acres. Each of such sales was made prior to the commencement of any of the suits consolidated herein to a bona fide purchaser, who purchased in good faith, for a valuable consideration

paid, without notice or knowledge that the United States had, or claimed to have, any right, title or interest whatsoever in or to the lands so purchased, or any part thereof; and each of said purchasers believed, sincerely and in good faith, that in making such purchase he was acquiring the perfect and true title to the lands so purchased. All of the lands so sold are, at the time this suit was commenced and on March 2, 1896, were held by bona fide purchasers thereof.

The defendants further say, upon information and belief, that a large number of the deeds of conveyance issued by the defendant Southern Pacific Railroad Company to the said purchasers, in pursuance of the said sales, were duly recorded in the records of the county in which the lands so conveyed are respectively situated, prior to the commencement of any of the suits consolidated herein; and that at all the times when the said suits were commenced the plaintiffs had full knowledge of all of the said patents and of all of the said recorded deeds.

The full particulars of the said sales, with the members and dates of the said patents conveying the lands thereof to the defendant Southern Pacific Railroad Company, are set forth in "Exhibit A," filed with and made part of this answer.

21st. And the defendants say that, prior to the commencement of any of the suits consolidated herein, the defendant Southern Pacific Railroad Company sold and contracted to sell 551,311.75 acres of the lands described in subdivision I of the said bill, other and in addition to

the lands set forth in the twentieth subdivision of this answer. Each of such sales was made to a bona fide purchaser, who purchased in good faith, for a valuable consideration, without notice or knowledge that the United States had, or claimed to have, any right, title, or interest whatsoever in or to the lands so purchased, or any part thereof; and each of said purchasers believed, sincerely and in good faith, that in making such purchase he was acquiring the perfect and true title to the lands so purchased; and all of the lands so sold are held by bona fide purchasers. Upon their information and belief the defendants say that each of the said persons who purchased or contracted to purchase any of the said land prior to March 3, 1887, or who held any of the said land on March 3, 1887, under contracts or purchases thereof made prior to that date, was and is a citizen of the United States.

The defendants further say, upon information and belief, that a large number of the deeds of conveyance and contracts issued by the defendant Southern Pacific Railroad Company to the said purchasers in pursuance of the said sales were duly recorded in the records of the county in which the lands subject thereof are respectively situated prior to the commencement of any of the suits consolidated herein; and that at all the times when the said suits were commenced the plaintiffs had full knowledge of all of the said recorded deeds and contracts.

Full particulars of all the said sales, contracts, and conveyances are shown upon "Exhibit A," filed with and made part of this answer.

22d. And the defendants say that the defendant Southern Pacific Railroad Company is a corporation, as aforesaid, and a resident and an inhabitant of the Northern District of California; the defendant D. O. Mills is a resident and inhabitant of the Southern District of New York; the defendant Gerrit L. Lansing, during his lifetime, was a resident and inhabitant of the Northern District of California; the Central Trust Company of New York is a corporation as aforesaid, and a resident and an inhabitant of the Southern District of New York; the defendant Southern Pacific Company is a corporation as aforesaid, and a resident and an inhabitant of the District of Kentucky; the defendant Colorado River Irrigation Company is a corporation as aforesaid, and a resident and an inhabitant of the District of Colorado; and at all the times when these suits were brought none of the defendants were, nor is any one of them now, a resident or inhabitant of the Southern District of California.

And the defendants deny all and all manner of matter, cause, or thing in the plaintiffs' said bill contained, material or necessary for them to make answer to, and not herein well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of any of the defendants. All of which matters and things these defendants are ready and willing to aver, maintain and prove as this honorable Court may direct; and the defendants pray to be hence dismissed with their

reasonable costs and charges in this behalf most wrongfully sustained.

WM. SINGER, JR.,

Attorney for Defendants Southern Pacific Railroad Co., D. O. Mills, Trustee, and Southern Pacific Co.

PAGE, McCUTCHEN & EELLS,

Attorneys for Defendant Central Trust Co. of New York.

W. H. H. HART,

Attorney for Defendant Colorado River Irrigation Company.

WM. F. HERRIN,

Counsel for Defendants Southern Pacific Railroad Co., D. O. Mills, trustee, and Southern Pacific Co.

BUTLER, NOTMAN, JOLINE & MYNDERSE,

Counsel for Defendant Central Trust Co. of New York.

[Endorsed]: Consolidated No. 675. United States Circuit Court, Ninth Circuit, Southern District of California. The United States of America vs. Southern Pacific Railroad Co. et als. Answer of Defendants. Filed July 23, 1896. Wm. M. Van Dyke, Clerk. Wm. Singer, Jr., rooms 61-62 Union Trust Building, San Francisco, Cal., attorney for S. P. R. R. Co., D. O. Mills, and S. P. Co.

Exhibit "A."

(Attached to Answer.)

Contract No. 3,892.

Issued Aug. 26, 1884, to William O. Taylor, for the south half of southwest quarter of section 5; north half of section 9; southwest quarter of section 11; all of section 19; northeast quarter of section 35, township 1 north, range 1 east; all of section 13, township 1 north, range 1 west, S. B. M., 2,000 acres. Agreed purchase price, $10,000.00. Purchase price paid, $10,000.00; interest paid, none. Deed issued Feb. 20, 1894, to Vincent A. Taylor. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 2,000 acres of land described above.

Contract No. 3,891.

Issued Aug. 26, 1884, to William O. Taylor, for all of fractional section 7; south half of section 9; all of sections 13, 15, 21 and 23; north half of section 25; north half of section 27, township 1 north, range 1 east, S. B. M., 4,162.10 acres. Agreed purchase price, $20,810.50. Purchase price paid, $20,810.50; interest paid, $———. Deed issued Oct. 30, 1894, to William O. Taylor. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 4,162.10 acres of land described above.

Contract No. 3,815.

Issued July 19, 1884, to Walter S. Hobart, for all of section 17, township 1 north, range 1 east, S. B. M., 640

acres. Agreed purchase price, $3,200.00. Purchase price paid, $3,200.00; interest paid, $———. Deed issued July 21, 1884, to Walter S. Hobart. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 640 acres of land described above.

Contract No. 1,124.

Issued Aug. 9, 1881, to Elias J. Baldwin, for the southeast quarter and east half of southwest quarter of section 11; north half of northeast quarter, south half of northwest quarter; northwest quarter of southwest quarter of section 13, township 2 north, range 1 east; south half of southeast quarter of section 7, township 2 north, range 2 east, S. B. M., 520 acres. Agreed purchase price, $1,300.00. Purchase price paid, $1,300.00; interest paid, $41.16. Deed issued Aug. 9, 1881, to Elias J. Baldwin. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 520 acres of land described above.

Contract No. 8,401.

Issued Sept. 26, 1887, to H. S. Dixon, for the south half of the northeast quarter; north half of northwest quarter; northeast quarter of southwest quarter; south half of southwest quarter; southeast quarter of section 13, township 2 north, range 1 east, S. B. M., 440 acres. Agreed purchase price, $1,500.00. Purchase price paid, $1,500.00; interest paid, $432.83. Deed issued Nov. 25, 1892, to Bear Valley Irrigation Company. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 440 acres of land described above.

Contract No. 1,049.

Issued April 6, 1881, to J. S. Slauson, for the south half of the northeast quarter, and the southwest quarter of section 13, township 2 north, range 1 west; southeast quarter of the northwest quarter and the south half of the southwest quarter of section 15; south half of the northeast quarter; east half of the northwest quarter; southwest quarter of the northwest quarter; north half of the southwest quarter; southwest quarter of the southwest quarter of section 17, township 2 north, range 1 east; fractional north half of section 19, township 2 north, range 1 east, S. B. M., 997.29 acres. Agreed purchase price, $2,493.23. Purchase price paid, $2,493.23; interest paid, $279.24. Deed issued Aug. 2, 1883, to J. S. Slauson. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 997.23 acres of land described above.

Contract No. 8,400.

Issued September 26, 1887, to H. S. Dixon, for the southwest quarter of the northwest quarter; south half of the southeast quarter; north half of the southwest quarter of section 15, township 2 north, range 1 east, S. B. M., 200 acres. Agreed purchase price, $500.00. Purchase price paid, $500.00; interest paid, $144.27. Deed issued Nov. 25, 1892, to Bear Valley Irrigation Company. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 200 acres of land described above.

Contract No. 8,399.

Issued September 26, 1887, to H. S. Dixon, for the north half of the northeast quarter; southeast quarter of the southwest quarter; southeast quarter of section 17, township 2 north, range 1 east, S. B. M., 280 acres. Agreed purchase price, $1,400.00. Purchase price paid, $1,400.00; interest paid, $403.97. Deed issued Nov. 25, 1892, to Bear Valley Irrigation Company. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 280 acres of land described above.

Contract No. 9,414.

Issued March 2, 1888, to Bear Valley Land and Water Company, for the northwest quarter of the northwest quarter of section 17, township 2 north, range 1 east, S. B. M., 40 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interst paid, $———. Deed issued March 26, 1888, to Bear Valley Land and Water Company. Present owner of contract, ————. Patent No. 3. Issued Dec. 2, 1880, for 40 acres of land described above.

Contract No. 10,016.

Issued January 17, 1889, to J. S. Edwards, J. S. Black, and W. N. Chamblin, for the northwest quarter of the southwest quarter of section 19, township 2 north, range 1 east, S. B. M., 3,932 acres. Agreed purchase price, $196.60. Purchase price paid, $196.60; interest paid, $37.47. Deed issued Jan. 17, 1889, to J. S. Edwards, J. S. Black,

and W. N. Chamblin. Present owner of contract, ——— ———. Patent No. 3. Issued Dec. 2, 1880, for 39.32 acres of land described above.

Contract No. 8,383.

Issued September 20, 1887, to H. S. Dixon, for the northeast quarter of section 21, township 2 north, range 1 east, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $231.59. Deed issued Nov. 25, 1892, to Bear Valley Irrigation Company. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 8,384.

Issued September 20, 1887, to H. S. Dixon, for the northwest quarter of section 21, township 2 north, range 1 east, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $231.59. Deed issued Nov. 25, 1892, to Bear Valley Irrigation Company. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 8,385.

Issued September 20, 1887, to H. S. Dixon, for the southeast quarter of section 21, township 2 north, range 1 east, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $231.59. Deed issued Nov. 25, 1892, to Bear Valley Irrigation Company. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 8,386.

Issued September 20, 1887, to H. S. Dixon, for the southwest quarter of section 21, township 2 north, range 1 east, S. B. M., 160 acres. Agreed purchase price, $800,-00. Purchase price paid, $800.00; interest paid, $231.59. Deed issued Nov. 25, 1892, to Bear Valley Irrigation Company. Present owner of contract, ————. Patent No. 7. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 8,490.

Issued October 13, 1887, to Albon N. Towne, for the east half of section 3, township 1 north, range 2 west, S. B. M., 320 acres. Agreed purchase price, $960.00. Purchase price paid, $192.00; interest paid, $268.80. Deed issued ——— to ————. Present owner of contract, Estate of A. N. Towne, deceased. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 7,703.

Issued July 1, 1887, to P. J. Stockman, for the north half of section 5, township 1 north, range 2 west; the north half of the southwest quarter, the north half of the southeast quarter, the southwest quarter of the southeast quarter of section 31, township 2 north, range 2 west, S. B. M., 922.64 acres. Agreed purchase price, $5,659.06. Purchase price paid, $5,659.06; interest paid, $975.43. Deed issued Aug. 12, 1890, to C. D. Danaher and James E. Danaher. Present owner of contract, ————. Patent No. 9. Issued Jan. 9, 1885, for 922.64 acres of land described above.

Contract No. 10,395.

Issued July 25, 1890, to C. D. Danaher and J. E. Danaher, for the north half of the northeast quarter and the northwest quarter of section 9, township 1 north, range 2 west, S. B. M. 240 acres. Agreed purchase price, $2,400. Purchase price paid, $2,400; interest paid, $———. Deed issued Dec. 21, 1894, to C. D. Danaher and J. E. Danaher. Present owner of contract, ————————. Patent No. 25. Issued Aug. 15, 1894, for 240 acres of land described above.

Contract No. 10,761.

Issued May 27, 1891, to Highlands Lumber Company, for all ——— 1, township 1 north, range 3 west, S. B. M. 640 acres. Agreed purchase price, $3,200. Purchase price paid, $3,200, interest paid, $———. Deed issued ————————, to ————————. Present owner of contract, Highlands Lumber Company. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 7,921.

Issued Aug. 1, 1887, to A. B. Chapman and B. F. Coulter, for all of section 7, township 1 north, range 3 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $320; interest paid, $806.40. Deed issued ————————, to ————————. Present owner of contract, Arrowhead Hot Springs Hotel Company. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 3,022.

Issued Jan. 11, 1884, to Jacob Huff, for the southeast quarter of section 19, township 1 north, range 3 west, S. B. M., 150.84 acres. Agreed purchase price, $750. Purchase price paid, $750; interest paid, $56.60. Deed issued May 19, 1885, to Frank Cheney. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 150.84 acres of land described above.

Contract No. 3,021.

Issued Jan. 11, 1884, to Zanoni Zimmerman, for lots 1, 2 and 3 of the southwest quarter of section 19, township 1 north, range 3 west, S. B. M., 65.17 acres. Agreed purchase price, $300. Purchase price paid, $300; interest paid, $———. Deed issued Sept. 24, 1884, to Zanoni Zimmerman. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 65.17 acres of land described above.

Contract No. 3,023.

Issued Jan. 11, 1884, to Gustav Bohn, for the southwest quarter of section 27, township 1 north, range 3 west, S. B. M., 160 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid, $103.30. Deed issued Feb. 24, 1887, to Gustav Bohn. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 11,352.

Issued Sept. 20, 1894, to William H. Randall, for the northwest quarter of section 27, township 1 north, range

3 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $89.60. Deed issued ————————, to ————————. Present owner of contract, William H. Randall. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 3,096.

Issued Jan. 26, 1884, to William H. Randall, for the north half of the northeast quarter of section 29, township 1 north, range 3 west, S. B. M., 80 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $51.35. Deed issued ————————, to ————————. Present owner of contract, William H. Randall. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,024.

Issued Jan. 11, 1884, to Francis M. Haws, for the southeast quarter of the northeast quarter, the east half of the southeast quarter of section 29, township 1 north, range 3 west, S. B. M., 120 acres. Agreed purchase price, $1,520. Purchase price paid, $1,520; interest paid, $94.59. Deed issued March 9, 1885, to Francis M. Haws. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 120 acres of land described above.

Contract No. 6,185.

Issued Dec. 30, 1886, to W. W. Terry, for the southwest quarter of the northeast quarter and the south half of the northwest quarter of section 29, township 1 north, range 3 west, S. B. M., 120 acres. Agreed purchase price, $1,000.

Purchase price paid, $1,000; interest paid, $71.39. Deed issued April 14, 1888, to W. W. Terry. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 120 acres of land described above.

Contract No. 3,097.

Issued Jan. 26, 1884, to William H. Randall, for the north half of the northwest quarter of section 29, township 1 north, range 3 west, S. B. M., 80 acres. Agreed purchase price, $260. Purchase price paid, $260; interest paid, $ .56. Deed issued Jan. 7, 1887, to Thomas K. Hale, P. C. Gibbs, A. S. Hawley, Andrew Buntom and W. H. Randall, trustees of the Highland Vineyard Association. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,028.

Issued Jan. 12, 1884, to William H. Randall, for the northwest quarter of the southeast quarter, the north half of the southwest quarter of section 29, township 1 north, range 3 west, S. B. M., 120 acres. Agreed purchase price, $1,440. Purchase price paid, $1,440; interest paid, $238.28. Deed issued Jan. 7, 1887, to P. C. Gibbs, A. S. Hawley, Andrew Buntom, W. H. Randall and Thomas K. Hale, trustees of the Highland Vineyard Association. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 120 acres of land described above.

Contract No. 3,025.

Issued Jan. 11, 1884, to E. P. Clyde, for the southwest quarter of the southeast quarter, the south half of the

southwest quarter of section 29, township 1 north, range 3 west, S. B. M., 120 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $40.65. Deed issued Sept. 16, 1884, to E. P. Clyde. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 120 acres of land described above.

Contract No. 2,964.

Issued Dec. 17, 1883, to David Seeley, for the northwest quarter of the northeast quarter, the east half of the northeast quarter of section 33, township 1 north, range 3 west, S. B. M., 120 acres. Agreed purchase price, $1,507.50. Purchase price paid, $1,507.50; interest paid, $268.97. Deed issued March 12, 1887, to David Seeley. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 120 acres of land described above.

Contract No. 3,018.

Issued Jan. 10, 1884, to W. T. Noyes, for the southwest quarter of the northeast quarter of section 33, township 1 north, range 3 west, S. B. M., 40 acres. Agreed purchase price, $712.60. Purchase price paid, $712.60; interest paid, $155.13. Deed issued Dec. 3, 1887, to W. T. Noyes. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 2,928.

Issued Dec. 10, 1883, to W. P. Rogers, for the northeast quarter of the northwest quarter of section 33, township 1 north, range 3 west, S. B. M., 40 acres. Agreed purchase price, $1,000. Purchase price paid, $1,000; interest paid,

$——. Deed issued July 7, 1884, to W. P. Rogers. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 3,011.

Issued Jan. 3, 1884, to Wm. S. Lapraix, Charles H. Tyler and Joseph B. Tyler, for the southeast quarter of the northwest quarter, the west half of the southeast quarter, the east half of the southwest quarter of section 33, township 1 north, range 3 west, S. B. M., 200 acres. Agreed purchase price, $3,280. Purchase price paid, $3,280; interest paid, $——. Deed issued April 25, 1884, to Wm. S. Lapraix, Charles H. Tyler and Joseph B. Tyler. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 200 acres of land described above.

Contract No. 2,980.

Issued Dec. 27, 1883, to Warren R. Ingham, for the west half of the northwest quarter, the northwest quarter of the southwest quarter of section 33, township 1 north, range 3 west, S. B. M., 120 acres. Agreed purchase price, $3,000. Purchase price paid, $3,000; interest paid, $——. Deed issued April 25, 1884, to Warren R. Ingham. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 120 acres of land described above.

Contract No. 2,963.

Issued Dec. 17, 1883, to David R. Seeley, for the east half of the southeast quarter of section 33, township 1 north, range 3 west, S. B. M., 80 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid,

$68.60. Deed issued Dec. 29, 1885, to David R. Seeley. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 2,962.

Issued Dec. 17, 1883, to David R. Seeley, for the southwest quarter of the southwest quarter of section 33, township 1 north, range 3 west, S. B. M., 40 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $139.74. Deed issued Feb. 5, 1887, to David R. Seeley. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 6,445.

Issued March 8, 1887, to J. S. Edwards and W. N. Chamblin, for the northeast quarter of section 35, township 1 north, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $107.65. Deed issued Dec. 29, 1891, to W. N. Chamblin. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,444.

Issued March 8, 1887, to W. N. Chamblin and J. S. Edwards, for the northwest quarter and the south half of section 35, township 1 north, range 3 west, S. B. M., 480 acres. Agreed purchase price, $6,000. Purchase price paid, $6,000; interest paid, $1,614.66. Deed issued Dec. 29, 1891, to W. N. Chamblin. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 480 acres of land described above.

Contract No. 2,542.

Issued Nov. 2, 1882, to R. W. Waterman, for the east half of the northeast quarter of section 3, township 1 north, range 4 west, S. B. M., 80 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $——. Quit claim deed issued Nov. 10, 1882, to R. W. Waterman. Present owner of contract, ————. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 2,211.

Issued March 23, 1882, to R. W. Waterman, for the northeast quarter of the northeast quarter, the west half of the northeast quarter, the west half of the southeast quarter, and the west half of section 11, township 1 north, range 4 west, S. B. M., 520 acres. Agreed purchase price, $1,560. Purchase price paid, $1,560; interest paid, $——. Quit claim deed issued April 3, 1882, to R. W. Waterman. Present owner of contract, ————. Patent No. 9. Issued Jan. 9, 1885, for 440 acres of land described above.

Contract No. 3,026.

Issued Jan 11, 1884, to Aaron Harrison, for the southwest quarter of section 13, township 1 north, range 4 west, S. B. M., 113.54 acres. Agreed purchase price, $1,135.40. Purchase price paid, $1,135.40; interest paid, $194.26. Deed issued Feb. 24, 1887, to Aaron Harrison. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 113.54 acres of land described above.

Contract No. 6,638.

Issued March 30, 1887, to Samuel Merrill, for the southeast quarter of the southwest quarter, the west half of the southwest quarter, and lots 1 and 2 of section 17, township 1 north, range 5 west, S. B. M., 170.39 acres. Agreed purchase price, $851.95. Purchase price paid, $170.39; interest paid, $95.22. Deed issued ————, to ———. Present owner of contract, Semi Tropic Land and Water Company. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,639.

Issued March 30, 1887, to Samuel Merrill, for lots 3 and 4 of the southeast quarter of section 17, township 1 north, range 5 west, S. B. M., 51.18 acres. Agreed purchase price, $255.90. Purchase price paid, $51.18; interest paid, $28.66. Deed issued ————, to ————. Present owner of contract, Semi Tropic Land and Water Company. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 4,173.

Issued Jan. 3, 1885, to Edwin H. Forester, for the east half of the east half of the northwest quarter, the east half of the southwest quarter of section 19, township 1 north, range 5 west, S. B. M., 480 acres. Agreed purchase price, $2,400. Purchase price paid, $480; interest paid, $403.20. Deed issued ————, to ————. Present owner of contract, Edwin H. Forester. Patent No. ——. Issued ————, for ——— acres of land described above.

Contract No. 4,174.

Issued Jan. 3, 1885, to Frederick W. Mattern, for the west half of the northwest quarter, the west half of the southwest quarter of section 19, township 1 north, range 5 west, S. B. M., 157.97 acres. Agreed purchase price, $789.85. Purchase price paid, $157.97; interest paid, $353.84. Deed issued ————, to ————. Present owner of contract, Frederick W. Mattern. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,640.

Issued March 30, 1887, to Samuel Merrill, for the southwest quarter of the northwest quarter, and lots 1 and 2 of section 21, township 1 north, range 5 west, S. B. M., 94.51 acres. Agreed purchase price, $472.55. Purchase price paid, $94.51; interest paid, $52.92. Deed issued ————. to ————. Present owner of contract, Semi Tropic Land and Water Company. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 5,394.

Issued March 3, 1886, to John Leo and S. Motroni, for the southwest quarter of the southeast quarter, and lots 3, 4 and 5, of section 21, township 1 north, range 5 west, S. B. M., 135.83 acres. Agreed purchase price, $679.15. Purchase price paid, $679.15; interest paid, $47.54. Deed issued ————, to ————. Present owner of contract, J. J. Whitney. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,554.

Issued March 22, 1887, to Edward F. Thayer, for the east half of the southwest quarter of section 21, township 1 north, range 5 west, S. B. M., 80 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $134.40. Deed issued ————————, to ————————. Present owner of contract, Edward F. Thayer. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 6,555.

Issued March 22, 1887, to Wm. G. Henshaw, for the west half of the southwest quarter of section 21, township 1 north, range 5 west, S. B. M., 80 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $67.20. Deed issued ————————, to ————————. Present owner of contract, Wm. G. Henshaw. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 4,642.

Issued June 1, 1885, to H. H. Linville, for the northwest quarter of section 27, township 1 north, range 5 west, S. B. M., 152.40 acres. Agreed purchase price, $762. Purchase price paid, $152.40; interest paid, $341.36. Deed issued ————————, to ————————. Present owner of contract, H. H. Linville. Patent No. 6. Issued Dec. 27, 1883, for 152.40 acres of land described above.

Contract No. 3,554.

Issued May 15, 1884, to Frank Bohnart, for lots 2 and 3 of the northeast quarter of section 27, township 1 north, range 5 west, S. B. M., 57.91 acres. Agreed purchase price, $347.46. Purchase price paid, $347.46; interest paid, $109.38. Deed issued Jan. 6, 1890, to Frank Bohnart. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 57.91 acres of land described above.

Contract No. 3,553.

Issued May 15, 1884, to E. H. Morse, for the fractional southeast quarter of section 27, township 1 north, range 5 west, S. B. M., 159.99 acres. Agreed purchase price, $999.94. Purchase price paid, $999.94; interest paid, $146.52. Deed issued Dec. 29, 1886, to E. H. Morse. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 159.99 acres of land described above.

Contract No. 4,234.

Issued Jan. 29, 1895, to J. R. Nevin, for the southwest quarter of section 27, township 1 north, range 5 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $221. Deed issued Jan. 9, 1890. to Joseph R. Nevin. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 4,244.

Issued Jan. 31, 1885, to Mrs. Harriet O. Mattern, for the northeast quarter of section 29, township 1 north, range 5

west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $102.69. Deed issued ————————, to ————————. Present owner of contract, Mrs. Harriet O. Mattern. Patent No. ——. Issued ————————, for ——— acres of land described above.

Contract No. 4,151.

Issued Dec. 26, 1884, to Mrs. Harriet O. Mattern, for the northwest quarter of section 29, township 1 north, range 5 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $268.80. Deed issued ————————, to ————————. Present owner of contract, Mrs. Harriet O. Mattern. Patent No. ——. Issued ————————, for ——— acres of land described above.

Contract No. 4,195.

Issued Jan. 16, 1885, to Frank Freidman, for the southeast quarter of section 29, township 1 north, range 5 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $241.05. Deed issued ————————, to ————————. Present owner of contract, Frank Freidman. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 4,169.

Issued Jan. 2, 1885, to Christian Domascheuz, for the southwest quarter of section 29, township 1 north, range 5 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $448. Deed issued ————————, to ————————. Present owner of

contract, Christian Domascheuz. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 4,175.

Issued Jan. 3, 1885, to Edwin H. Forester, for all of section 31, township 1 north, range 5 west, S. B. M., 639.26 acres. Agreed purchase price, $3,196.30. Purchase price paid, $639.26; interest paid, 536.97. Deed issued ——— to ————. Present owner of contract, Edwin H. Forester. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 4,189.

Issued Jan. 12, 1885, to J. D. Ousterhout, for the southeast quarter of section 33, township 1 north, range 5 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $266.95. Deed issued ————, to ————. Present owner of contract, F. M. Haws. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 6,055.

Issued Nov. 18, 1886, to E. M. Haws and F. M. Haws, for the northeast quarter of section 33, township 1 north, range 5 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $358.40. Deed issued ————, to ————. Present owner of contract, E. M. Haws and F. M. Haws. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,056.

Issued Nov. 18, 1886, to E. M. Haws and F. M. Haws, for the northwest quarter of section 33, township 1 north, range 5 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $358.40. Deed issued ————————, to ————————. Present owner of contract, E. M. Haws. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 6,057.

Issued Nov. 18, 1886, to E. M. Haws and F. M. Haws, for the southwest quarter of section 33, township 1 north, range 5 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $358.40. Deed issued ————————, to ————————. Present owner of contract, E. M. Haws. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 35,551.

Issued May 15, 1884, to John Suverkrup, for the northwest quarter and the north half of the southwest quarter of section 35, township 1 north, range 5 west, S. B. M., 240 acres. Agreed purchase price, $2,400. Purchase price paid, $2,400; interest paid, $393.13. Deed issued April 22, 1887, to John Suverkrup. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 240 acres of land described above.

Contract No. 3,556.

Issued May 15, 1884, to George A. Ferguson, for the south half of the southwest quarter of section 35, township 1 north, range 5 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $119.10. Deed issued Jan. 13, 1887, to George A. Ferguson. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 5,838.

Issued Aug. 9, 1886, to C. Elliott and M. Kelleher, for the northeast quarter of section 7, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $89.60. Deed issued ————, to ————. Present owner of contract, Charles W. Smith. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 7,600.

Issued June 20, 1887, to John B. Burch, for the west half and the southeast quarter of section 7, township 1 north, range 6 west, S. B. M., 480 acres. Agreed purchase price, $2,400. Purchase price paid, $480; interest paid, $268.80. Deed issued ————, to ————. Present owner of contract, Charles W. Smith. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,654.

Issued April 4, 1887, to H. M. Loud, for the southeast quarter of section 9, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ————, to ————. Present owner of contract, H. M. Loud. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 6,011.

Issued Nov. 1, 1886, to F. W. Wood and George S. Safford, for the west half of the southwest quarter of section 9, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $31.73. Deed issued Sept. 23, 1889, to F. W. Wood and George S. Safford. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 6,011½.

Issued Nov. 1, 1886, to F. W. Wood and George S. Safford, for the east half of the southwest quarter of section 9, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $40; interest paid, $22.40. Deed issued ————, to ————. Present owner of contract, F. W. Wood and George S. Safford. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 3,266.

Issued March 3, 1884, to Michel Sainsevain, for the west half of section 11, township 1 north, range 6 west, S. B. M., 320 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $67.20. Deed issued Sept. 28, 1885, to Gean L. Sainsevain. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 9,182.

Issued Jan. 19, 1888, to Mathew Byrne, for the northeast quarter of section 13, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $321.20. Deed issued ————, to ————. Present owner of contract, Mathew Byrne. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 9,542.

Issued May 1, 1888, to D. G. Scofield, for the east half of the northwest quarter of section 13, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $44.80. Deed issued ————, to ————. Present owner of contract, D. G. Scofield. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 9,543.

Issued May 1, 1888, to D. G. Scofield, for the west half of the northwest quarter of section 13, township 1 north,

range 6 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $44.80. Deed issued ————————, to ————————. Present owner of contract, D. D. Hazard. Patent No. ——. Issued ————————, for ——— acres of land described above.

Contract No. 3,264.

Issued March 3, 1884, to A. G. Perdew, for the south half of the southeast quarter of section 13, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $226.15. Deed issued March 27, 1889, to M. Byrne. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,265.

Issued March 3, 1884, to R. P. Perdew, for the north half of the southeast quarter of section 13, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $309.86. Deed issued Nov. 16, 1891, to M. Byrne. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,436.

Issued April 17, 1884, to Archibald Martin, for the southwest quarter of section 13, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $446.75. Deed issued June 3, 1889, to Archibald Martin. Present owner

of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 6,210.

Issued Jan. 3, 1887, to T. Banbury, for the northeast quarter of section 15, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $224. Deed issued ————, to ————. Present owner of contract, T. Banbury. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 4,411.

Issued March 3, 1885, to F. W. Wood and George S. Safford, for the northwest quarter of section 15; the southwest quarter of the northeast quarter, the east half of the northwest quarter, the northwest quarter of the southeast quarter, and the west half of the northwest quarter of section 27, township 1 north, range 6 west, S. B. M., 400 acres. Agreed purchase price, $3,400. Purchase price paid, $3,400; interest paid, $960.48. Deed issued March 28, 1890, to F. W. Wood and George S. Safford. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 400 acres of land described above.

Contract No. 4,312.

Issued Feb. 7, 1885, to T. Banbury, for the west half of the southeast quarter of section 15, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $358.40.

Deed issued ————, to ————. Present owner of contract, T. Banbury. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,365.

Issued March 24, 1885, to Mrs. Maria Porter, for the east half of the southeast quarter of section 15, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $263.80. Deed issued Feb. 14, 1891, to Mrs. Maria Porter. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,366.

Issued March 24, 1884, to Charles H. Morse, for the east half of the southwest quarter of section 15, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $230.07. Deed issued May 17, 1889, to George S. Safford and Fred W. Wood. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,966.

Issued Oct. 1, 1884, to Wm. Hawker, for the west half of the southwest quarter of section 15, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $224. Deed issued Sept. 23, 1889, to Mrs. I. P. Dupuytren, F. W. Wood and George S. Safford. Present owner of contract,

————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 5,676.

Issued June 17, 1886, to C. Elliott and M. Kelleher, for the east half of the northeast quarter of section 17, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $400. Purchase price paid, $121.14; interest paid, $173.44. Deed issued ———— to ———. Present owner of contract, W. J. Bryant. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 5,677.

Issued June 17, 1886, to C. Elliott and M. Kelleher, for the south half of the southwest quarter and the southeast quarter of section 17, township 1 north, range 6 west, S. B. M., 240 acres. Agreed purchase price, $600. Purchase price paid, $120; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, C. Elliott and M. Kelleher. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 4,124.

Issued Dec. 12, 1884, to G. A. Schaser, for the west half of the northwest quarter of section 17, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $40; interest paid, $100. Deed issued ———— to ————. Present owner of contract, Charles W. Smith. Patent No. ———.

Issued ————————, for ——— acres of land described above.

Contract No. 4,282.

Issued Feb. 5, 1885, to G. A. Schaser, for the north half of the southwest quarter of section 17, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $40; interest paid, $100.80. Deed issued ———————— to ————————. Present owner of contract, Charles W. Smith. Patent No. ——. Issued ————————, for ——— acres of land described above.

Contract No. 10,731.

Issued May 14, 1891, to Edgar E. Lefebone, for the northeast quarter of the northeast quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,732.

Issued May 14, 1891, to Edgar E. Lefebone, for the northwest quarter of the northeast quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,733.

Issued May 14, 1891, to Edgar E. Lefebone, for the southeast quarter of the northeast quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,734.

Issued May 14, 1891, to Edgar E. Lefebone, for the southwest quarter of the northeast quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,735.

Issued May 14, 1891, to Edgar E. Lefebone, for the northeast half of the northwest quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,736.

Issued May 14, 1891, to Edgar E. Lefebone, for the northwest quarter of the northwest quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,737.

Issued May 14, 1891, to Edgar E. Lefebone, for the southeast quarter of the northwest quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,738.

Issued May 14, 1891, to Edgar E. Lefebone, for the southwest quarter of the northwest quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,739.

Issued May 14, 1891, to Edgar E. Lefebone, for the northeast quarter of the southeast quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,740.

Issued May 14, 1891, to Edgar E. Lefebone, for the northwest quarter of the southeast quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,741.

Issued May 14, 1891, to Edgar E. Lefebone, for the southeast quarter of the southeast quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————————, to ————————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,742.

Issued May 14, 1891, to Edgar E. Lefebone, for the southwest quarter of the southeast quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ————, to ————. Present owner of contract, Edgar E. Lefebone. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 10,743.

Issued May 14, 1891, to Edgar E. Lefebone, for the northeast quarter of southwest quarter, of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $20.00; interest paid, $5.60. Deed issued ———— to ———— ———. Present owner of contract, Edgar E. Lefebone. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 10,744.

Issued May 14, 1891, to Edgar E. Lefebone, for northwest quarter of southwest quarter of section 21, township 1 north, range six west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $20.00; interest paid, $5.60. Deed issued ———— to ————. Present owner of contract, Edgar E. Lefebone. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 10,745.

Issued May 14, 1891, to Edgar E. Lefebone, for the southeast quarter of the southwest quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $20.00; interest paid, $5.60. Deed issued ———— to ————. Present owner of contract, Edgar E. Lefebone. Patent No. —. Issued ————, for ———— acres of land described above.

Contract No. 10,746.

Issued May 14, 1891, to Edgar E. Lefebone, for the southwest quarter of the southwest quarter of section 21, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $20.00; interest paid, $5.60. Deed issued ———— to ————. Present owner of contract, Edgar E. Lefebone. Patent No. —. Issued ————, for ———— acres of land described above.

Contract No. 10,252.

Issued March 19, 1890, to T. Banbury, for the east half of the northeast quarter and west half of the southeast quarter of section 23, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purprice paid, $1,600.00; interest paid, $171.60. Deed issued, Feb. 17, 1892, to T. Banbury. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 10,253.

Issued March 19, 1890, to Wm. Dickey, for the east half of the southeast quarter of section 23, west half of the

southeast quarter, south half of the southwest quarter of section 31, township 1 north, range 6 west, S. B. M., 240.18 acres. Agreed purchase price, $2,401.80. Purchase price paid, $2,401.80; interest paid, $———. Deed issued March 28, 1890, to Wm. Dickey. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 240.18 acres of land described above.

Contract No. 3,267.

Issued March 3, 1884, to T. Banbury, for the southwest quarter of the northeast quarter; southeast quarter of the northwest quarter and southwest quarter of section 23, township 1 north, range 6 west, S. B. M., 240 acres. Agreed purchase price, $2,000.00. Purchase price paid, $2,000.00; interest paid, $560.00. Deed issued April 16, 1889, to T. Banbury. Present owner of contract ———. Patent No. 6. Issued Dec. 27, 1883, for 240 acres of land described above.

Contract No. 6,498.

Issued March 16, 1887, to Henry M. Loud, for the west half of the northwest quarter of section 23, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $89.60. Deed issued March 16 1896, to Henry M. Loud. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,931.

Issued September 24, 1884, to E. H. Forester, for the northeast quarter of the northeast quarter; south half of

the northeast quarter; northwest quarter of the northwest quarter; south half of the northwest quarter and south half of section 25, township 1 north, range 6 west, S. B. M., 560 acres. Agreed purchase price, $4,200.00. Purchase price paid, $840.00; interest paid, $940.80. Deed issued ———— to ————. Present owner of contract, E. H. Forester. Patent No. 6. Issued Dec. 27, 1883, for 560 acres of land described above.

Contract No. 3,868.

Issued Aug. 20, 1884, to Joseph A. Scott, for the northwest quarter of the northeast quarter and northeast quarter of northwest quarter of section 25, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $600.00. Purchase price paid, $600.00; interest paid, $100.80. Deed issued Aug. 29, 1887, to Joseph A. Scott. Present owner of contract ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 10,250.

Issued Mar. 15, 1890, to George S. Safford, F. W. Wood, and Mrs. I. P. Dupuytren, for the northwest quarter of the northeast quarter of section 27, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $156.80. Deed issued ———— to ————. Present owner of contract, George S. Safford, F. W. Wood and Mrs. I. P. Dupuytren. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 5,678.

Issued June 17, 1886, to C. Elliott, for the east half of the northeast quarter of section 27, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $134.40. Deed issued ———— to ————. Present owner of contract, Geo. C. Mesnager & Pierre Darancette. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 4,436.

Issued Mar. 13, 1885, to T. Banbury, for the east half of the southeast quarter of section 27, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $153.40. Deed issued May 13, 1885, to T. Banbury. Present owner of contract ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 4,418.

Issued Mar. 5, 1885, to E. L. Watkins, for the southwest quarter of the southeast quarter of section 27, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $117.60. Deed issued June 7, 1890, to George S. Safford, F. W. Wood and Mrs. I. P. Dupuytren. Present owner of contract ————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 5,868.

Issued Aug. 24, 1886, to N. B. Bradley and H. M. Loud, for the east half of the southwest quarter of section 27,

township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $5.76. Deed issued Oct. 7, 1887, to N. B. Bradley and H M. Loud. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 5,679.

Issued June 17, 1886, to C. Elliott, for the west half of the southwest quarter of section 27, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $51.05. Deed issued Jan. 13, 1891, to R. W. Poindexter. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 6,160.

Issued Dec. 20, 1886, to W. H. Carlson, for the west half of section 29, township 1 north, range 6 west, S. B. M., 320 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $179.20. Deed issued ———— to ————. Present owner of contract, W. H. Carlson. Patent No. 6. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 3,297.

Issued Mar. 10, 1884, to George Chaffey, for the east half of the southeast quarter of section 29, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $82.13. Deed issued Jan. 12, 1886, to George Chaf-

fey. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,298.

Issued Mar. 10, 1884, to George Chaffey, for the west half of the southeast quarter of section 29, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $304.31. Deed issued April 21, 1891, to Thomas Thomsen. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 4,185.

Issued Jan. 7, 1885, to Leslie T. Smith, for the east half of the northeast quarter of section 31, township 1 north, range 6 west, S. B. M., 80 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $———. Deed issued Jan. 9, 1885, to Leslie T. Smith. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 6,089.

Issued Nov. 26, 1886, to W. Taylour English, for the west half of the northeast quarter and north half of section 31, township 1 north, range 6 west, S. B. M., 160.55 acres. Agreed purchase price, $1,605.50. Purchase price paid, $452.35; interest paid, $737.95. Deed issued ——— to ———— Present owner of contract, John S. Maltman. Patent No. 6. Issued Dec. 27, 1883, for 160.55 acres of land described above.

Contract No. 5,650.

Issued June 5, 1886, to Wm. T. Baker and H. S. McNeil, for the fractional northwest quarter of section 31, township 1 north, range 6 west, S. B. M., 162.19 acres. Agreed purchase price, $810.95. Purchase price paid, $810.95; interest paid, $243.03. Deed issued, Dec. 2, 1891, to Charles R. Long and Thomas Thomsen. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 162.19 acres of land described above.

Contract No. 10,265.

Issued April 4, 1890, to Wm. Dickey, for the southwest quarter of the southeast quarter, section 31, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400.00 Purchase price paid, $400.00; interest paid, $——. Deed issued Apr. 8, 1890, to Wm. Dickey. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 10,902.

Issued Nov. 7, 1891, to James Hanley, for the northeast quarter of the southeast quarter of section 31, township 1 north, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $44.80. Deed issued ———————— to ————————. Present owner of contract, Robert A. Guthrie. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 2,353.

Issued July 19, 1882, to George Chaffey, Jr., for all of section 33, township 1 north, range 6 west, S. B. M., 640

acres. Agreed purchase price, $5,200. Purchase price paid, $5,200; interest paid, $————. Quitclaim deed issued July 26, 1882, to George Chaffey, Jr.. Present owner of contract, ————. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 5,869.

Issued Aug. 24, 1886, to N. B. Bradley and H. B. Loud, for the northeast quarter of section 35, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $268.80. Deed issued Sept. 16, 1890, to N. B. Bradley and H. M. Loud. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 5,870.

Issued Aug. 24, 1886, to N. B. Bradley and H. B. Loud, for the southeast quarter of section 35, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $268.80. Deed issued Sept. 16, 1890, to N. B. Bradley and H. M. Loud. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 5,209.

Issued Jan. 12, 1886, to M. E. Wood, for the northwest quarter of section 35, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $536.00. Deed issued Jan. 13, 1891, to M. E. Wood. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 5,680.

Issued June 17, 1886, to C. Elliott, for the southwest quarter of section 35, township 1 north, range 6 west, S. B. M., 160 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $382.67. Deed issued Mar. 10, 1892, to S. K. McIlhenny. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 9,751.

Issued June 20, 1888, to C. W. Smith, for the northeast quarter of section 1, township 1 north, range 7 west, S. B. M., 159.45 acres. Agreed purchase price, $199.31. Purchase price paid, $39.86; interest paid, $11.16. Deed issued ———— to ————. Present owner of contract, C. W. Smith. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 9,752.

Issued June 20, 1888, to C. W. Smith, for the northwest quarter of section 1, township 1 north, range 7 west, S. B. M., 158.35 acres. Agreed purchase price, $197.94. Purchase price paid, $39.59; interest paid, $11.09. Deed issued ———— to ————. Present owner of contract, C. W. Smith. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 9,753.

Issued June 20, 1888, to C. W. Smith, for the southeast quarter of section 1, township 1 north, range 7 west, S. B. M., 160 acres. Agreed purchase price, $200.00. Pur-

chase price paid, $40.00; interest paid, $11.20. Deed issued ———— to ————. Present owner of contract, C. W. Smith. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 9,754.

Issued June 20, 1888, to C. W. Smith, for the southwest quarter of section 1, township 1 north, range 7 west, S. B. M., 160 acres. Agreed purchase price, $200.00. Purchase price paid, $40.00; interest paid, $11.20. Deed issued ———— to ————. Present owner of contract, C. W. Smith. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 10,903.

Issued Nov. 9, 1891, to Geo. A. Haskell, for all of section 9, township 1 north, range 7 west, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $179.20. Deed issued ———— to ————. Present owner of contract, Geo. A. Haskell. Patent No. ———. Issued ————, for — acres of land described above.

Contract No. 7,825.

Issued July 15, 1887, to A. Petsch, for all of section 11, township 1 north, range 7 west, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $———. Deed issued ———— to ————. Present owner of contract, A. Petsch. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 7,824.

Issued July 15, 1887, to John A. Obersteller, for all of section 13, township 1 north, range 7 west, S. B. M., 640 acres. Agreed purchase price, $960.00. Purchase price paid, $192.00; interest paid, $215.04. Deed issued ——— ——— to ———. Present owner of contract, Chas. W. Smith. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 6,249.

Issued Jan. 14, 1887, to Wm. Whitfield, for the east half of section 15, township 1 north, range 7 west, S. B. M., 320 acres. Agreed purchase price, $1,040.00. Purchase price paid, $1,040.00; interest paid, $226.24. Deed issued ——— to ———. Present owner of contract, Wm. Whitfield. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 6,248.

Issued Jan. 14, 1887, to J. C. Sommer, for the west half of section 15, township 1 north, range 7 west, S. B. M., 320 acres. Agreed purchase price, $960.00. Purchase price paid, $192.00; interest paid, $350.00. Deed issued ——— to ———. Present owner of contract, J. C. Sommer. Patent No. ———. Issued ——— ———, for ——— acres of land described above.

Contract No. 3,905.

Issued Sept. 8, 1884, to Abraham Haas, for the south half of the southwest quarter of section 17, township 1 north, range 7 west, S. B. M., 80 acres. Agreed purchase

price, $400.00. Purchase price paid, $400.00; interest paid, $113.87. Deed issued ———— to ————. Present owner of contract, Charles Frankish. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 8,881.

Issued Dec. 27, 1887, to L. F. Scott, for the northeast quarter of section 17, township 1 north, range 7 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $156.80. Deed issued ———— to ————. Present owner of contract, Co-operative Improvement Co. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 8,882.

Issued Dec. 27, 1887, to L. F. Scott, for the northwest quarter and north half of southwest quarter of section 17, township 1 north, range 7 west, S. B. M., 240 acres. Agreed purchase price, $600.00. Purchase price paid, $120.00; interest paid, $235.20. Deed issued ———— to ————. Present owner of contract, Co-operative Improvement Co. Patent No. ——. Issued ————, for ——— acres of land described above.

Contract No. 8,883.

Issued Dec. 27, 1887, to L. F. Scott, for the southeast quarter of section 17 township 1 north, range 7 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $627.20. Deed issued ———— to ————. Present owner of contract, Co-operative Improvement Co. Patent No. —.

Issued ————————, for ——— acres of land described above.

Contract No. 3,906.

Issued Sept. 8, 1884, to Abraham Haas, for lots one, two, three, and four, of section 19, township 1 north, range 7 west, S. B. M., 141.58 acres. Agreed purchase price, $707.90. Purchase price paid, $707.90; interest paid, $201.50. Deed issued ———————— to ————————. Present owner of contract, Charles Frankish. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 3,559.

Issued May 15, 1884, to J. C. Sommer, for lots one and two of section 21, township 1 north, range 7 west, S. B. M., 68.28 acres. Agreed purchase price, $341.40. Purchase price paid, $341.40; interest paid, $———. Deed issued May 16, 1884, to J. C. Sommer. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 68.28 acres of land described above.

Contract No. 3,558.

Issued May 15, 1884, to H. E. Sontag, for lots three and four of section 21, township 1 north, range 7 west, S. B. M., 68.28 acres. Agreed purchase price, $341.40. Purchase price paid, $341.40; interest paid, 63 cents. Deed issued June 16, 1884, to H. E. Sontag. Present owner of contract ————————. Patent No. 6. Issued Dec. 27, 1883 for 68.28 acres of land described above.

Contract No. 3,678.

Issued June 5, 1884, to Henry Otto, for the north half of section 23, township 1 north, range 7 west, S. B. M.,

320 acres. Agreed purchase price, $1,040.00. Purchase price paid, $208.00; interest paid, $407.68. Deed issued ———— to ————. Present owner of contract, Otto A. Stassforth and Morris I. Hellman. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 3,679.

Issued June 5, 1884, to Peter Peterson, for the south half of section 23, township 1 north, range 7 west, S. B. M., 320 acres. Agreed purchase price, $560.00. Purchase price paid, $112.00; interest paid, $250.88. Deed issued ———— to ————. Present owner of contract, C. M. Wells. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 7,826.

Issued July 15, 1887, to L. F. Scott, for all of section 25, township 1 north, range 7 west, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $627.20. Deed issued ———— to ————. Present owner of contract, Co-operative Improvement Co. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 3,710.

Issued June 13, 1884, to I. W. Hellman and O. W. Childs, for the east half of northeast quarter; east half of the southeast quarter, and lots one, two, three, and four, of section 27, township 1 north, range 7 west, S. B. M., 173.48 acres. Agreed purchase price, $1,518.42. Purchase price paid, $1,518.42; interest paid, $———. Deed

issued June 24, 1884, to I. W. Hellman and O. W. Childs. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 173.48 acres of land described above.

Contract No. 3,557.

Issued May 15, 1884, to A. O. Porter, for the northwest quarter of the northeast quarter; east half of the northeast quarter; southeast quarter of the southeast quarter; lots one, two, three, and four, section 35, township 1 north, range 7 west, S. B. M., 165.88 acres. Agreed purchase price, $1,658.80. Purchase price paid, $1,658.80; interest paid, $———. Deed issued May 16, 1884, to A. O. Porter. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 165.88 acres of land described above.

Contract No. 9,415.

Issued Mar. 1, 1888, to Bear Valley Land and Water Co., for the north half of the northeast quarter; northeast quarter of the northwest quarter of section 13, township 2 north, range 1 west, S. B. M., 120 acres. Agreed purchase price, $600.00. Purchase price paid, $600.00; interest paid, $168.00. Deed issued Mar. 3, 1893, to Bear Valley Irrigation Co. Present owner of contract, ———— ————. Patent No. 3. Issued Dec. 2, 1880, for 120 acres. of land described above.

Contract No. 8,816.

Issued Dec. 9, 1887, to Shirley C. Ward, for the southeast quarter of the northeast quarter and the south half of section 23, township 2 north, range 1 west, S. B. M., 360 acres. Agreed purchase price, $1,800.00. Purchase

price paid, $1,800.00; interest paid, $705.60. Deed issued Dec. 21, 1894, to John G. North. Present owner of contract, ————————. Patent No. 23. Issued Nov. 5, 1892, for 200 acres of land described above. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 4,631.

Issued May 21, 1885, to M. Byrne and W. E. Van Slyke, for the east half of section 19, township 2 north, range 2 west, S. B. M., 320 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $268.80. Deed issued May 25, 1891, to M. Byrne. Present owner of contract, ————————. Patent No. 9. Issued Jan. 9, 1885, for 320 acres of land described above.

Contract No. 3,308.

Issued Mar. 12, 1884, to W. E. Van Slyke, for the west half of section 19, township 2 north, range 2 west, S. B. M., 320.64 acres. Agreed purchase price, $801.60. Purchase price paid, $801.60; interest paid, $309.28. Deed issued Feb. 16, 1891, to M. Byrne. Present owner of contract, ————————. Patent No. 9. Issued Jan. 9, 1885, for 320.64 acres of land described above.

Contract No. 8,491.

Issued Oct. 13, 1887, to Alban N. Towne, for all of section 21, township 2 north, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,840.00. Purchase price paid, $368.00; interest paid, $515.20. Deed issued ———— ———— to ————————. Present owner of contract, A. N. Towne. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 8,492.

Issued Oct. 13, 1887, to A. N. Towne, for all of section 23, township 2 north, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,920.00. Purchase price paid, $384.00; interest paid, $537.50. Deed issued ———— to ————. Present owner of contract, A. N. Towne. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 7,919.

Issued Aug. 1, 1887, to Frank Burton, for all of section 27, township 2 north, range 2 west, S. B. M., 640 acres. Agreed purchase price, $3,200.00. Purchase price paid, $640.00; interest paid, $179.20. Deed issued ———— to ————. Present owner of contract, T. H. McCall. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 7,946.

Issued Aug. 3, 1887, to T. H. McCall, for the northeast quarter of section 29, township 2 north, range 2 west, S. B. M., 160 acres. Agreed purchase price, $560.00. Purchase price paid, $112.00; interest paid, $31.36. Deed issued ———— to ————. Present owner of contract, T. H. McCall. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 7,947.

Issued Aug. 3, 1887, to T. H. McCall, for the south half of the southeast quarter of section 29, township 2 north, range 2 west, S. B. M., 80 acres. Agreed purchase price,

$400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ———— to ————. Present owner of contract, T. H. McCall. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 7,699.

Issued July 1, 1887, to P. J. Stockman, for the southwest quarter of section 29, township 2 north, range 2 west, S. B. M., 160 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $206.24. Deed issued April 8, 1892, to C. D. Danaher and James E. Danaher. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,493.

Issued Oct. 13, 1887, to A. N. Towne, for all of section 35, township 2 north, range 2 west, S. B. M., 640 acres. Agreed purchase price, $2,200. Purchase price paid, $440.00; interest paid, $616.00. Deed issued ———— to ————. Present owner of contract, A. N. Towne. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 10,765.

Issued June 12, 1891, to Arrowhead Reservoir Co., for the northeast quarter; north half of the southeast quarter and northwest quarter of southwest quarter of section 15, township 2 north, range 3 west, S. B. M.; northwest half of section 17, township 2 north, range 3 west, S. B. M., 440 acres. Agreed purchase price, $4,400.00. Purchase price paid, $4,400.00; interest paid, $———. Quit-

claim deed issued June 15, 1891, to Arrowhead Reservoir Co. Present owner of contract, ————. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 11,179.

Issued June 13, 1892, to Lewis Jacobs, for the north half of section 21, township 2 north, range 3 west, S. B. M., 320 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $——. Quitclaim deed issued June 16, 1892, to Lewis Jacobs. Present owner of contract, ————. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 6,223.

Issued Jan. 6, 1887, to John C. Flanigan, for the southwest quarter of section 19, township 2 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $640.00. Purchase price paid, $640.00; interest paid, $——. Deed issued ———— to ————. Present owner of contract, John C. Flanigan. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 11,194.

Issued July 21, 1892, to Arrowhead Mountain Club, for the west half of the northeast quarter; northwest quarter of the southeast quarter of section 25, township 2 north, range 4 west, S. B. M., 120 acres. Agreed purchase price, $1,200.00. Purchase price paid, $240.00; interest paid, $134.40. Deed issued ———— to ——. Present owner of contract, Arrowhead Mountain Club. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 11,161.

Issued May 21, 1892, to Henry J. Beggs and Peter C. Bear, for the east half of the northeast quarter; northeast quarter of the southeast quarter of section 25, township 2 north, range 4 west, S. B. M., 120 acres. Agreed purchase price, $1,200.00. Purchase price paid, $240.00; interest paid, $268.80. Deed issued ———— to ————. Present owner of contract, Henry J. Beggs and Peter C. Bear. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 10,810.

Issued Sept. 11, 1891, to Riverside Box and Tray Co., for the northwest quarter and north half of the southwest quarter of section 25, township 2 north, range 4 west, S. B. M., 240 acres. Agreed purchase price, $2,000.00. Purchase price paid, $400.00; interest paid, $224.00. Deed issued ———— to ————. Present owner of contract, Riverside Box and Tray Co. Patent No. ——. Issued ————, for ——— acres of land described above.

Contract No. 10,365.

Issued July 2, 1890, to James S. Weeks, for all of section 31, township 2 north, range 4 west, S. B. M., 640 acres. Agreed purchase price, $3,200.00. Purchase price paid, $1,280.00; interest paid, $448.00. Deed issued ———— to ————. Present owner of contract, W. R. Wiggins. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 4,331.

Issued Feb. 13, 1885, to California Southern Railroad Company, for a strip of land one hundred feet wide for right of way, over, along, through, and across the south half and the northwest quarter of section 29; west half and north half of the southeast quarter of section 19; west half of section 7, township 2 north, range 5 west; west half of section 13, and east half of section 1, township 2 north, range 6 west; northwest quarter of section 35; east half of section 27; south half of section 23, township 3 north, range 6 west; north half and southeast quarter of section 19; west half of northeast quarter of section 21, township 3 north, range 5 west, S. B. M., 953.38 acres. Agreed purchase price, $953.80. Purchase price paid, $953.80; interest paid, $———. Quitclaim deed issued July 21, 1885, to California Southern Railroad Company. Present owner of contract, ————————. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 11,204.

Issued Sept. 15, 1892, to Fred Dell, for the east half of section 19, township 2 north, range 7 west, S. B. M., 320 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $358.40. Deed issued ——— ——— to ————————. Present owner of contract, Albert J. Wallace. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 9,337.

Issued Feb. 9, 1888, to Frank A. Cummings, for the northwest quarter of the southwest quarter of section 21,

township 3 north, range 4 west, S. B. M., 40 acres. Agreed purchase price, $300.00. Purchase price paid, $60.00; interest paid, $16.80. Deed issued ——— to ———. Present owner of contract, Frank A. Cummings. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 4,718.

Issued July 22, 1885, to J. F. Houghton, for the northeast quarter, the north half of northwest quarter and the southeast quarter of the northwest quarter of section 35, township 3 north, range 5 west, S. B. M., 280 acres. Agreed purchase price, $420.00. Purchase price paid, $84.00; interest paid, $94.08. Deed issued ——— to ———. Present owner of contract, J. F. Houghton. Patent No. ———. Issued ——— for ——— acres of land described above.

Contract No. 6,548.

Issued March 21, 1887, to David A. Hamburger, for the south half of section 19, township 5 north, range 4 west, S. B. M., 304.36 acres. Agreed purchase price, $760.90. Purchase price paid, $152.18; interest paid, $127.83. Deed issued ——— to ———. Present owner of contract, David A. Hamburger. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 6,453.

Issued March 9, 1887, to B. N. Smith, D. P. Hatch, A. S. Baldwin and Albert Jenks, for the southeast quarter of section 21, township 5 north, range 4 west, S. B. M., 160

acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $89.60. Deed issued ——— to ———. Present owner of contract, B. N. Smith. Patent No. ———. Issued ———, for —— acres of land described above.

Contract No. 6,454.

Issued March 9, 1887, to B. N. Smith, D. P. Hatch, A. S. Baldwin and Albert Jenks, for the southwest quarter of section 21, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $89.60. Deed issued ——— to ———. Present owner of contract, B. N. Smith. Patent No. ———. Issued ———, for —— acres of land described above.

Contract No. 4,879.

Issued Oct. 9, 1885, to James Brown, for the south half of the southeast quarter; the south half of the southwest quarter, of section 23; the west half of section 25, township 5 north, range 4 west, S. B. M., 480 acres. Agreed purchase price, $2,640.00. Purchase price paid, $528.00; interest paid, $1,182.72. Deed issued ——— to ———. Present owner of contract, James Brown. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 6,685.

Issued April 6, 1887, to Rusk Harris, for the northeast quarter of section 25, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00.

Purchase price paid, $80.00; interest paid, $224.00. Deed issued ———— to ————. Present owner of contract, Rusk Harris. Patent No. ———. Issued ———— for ——— acres of land described above.

Contract No. 6,686.

Issued April 6, 1887, to Rusk Harris, for the southeast quarter of section 25, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Purchase price paid, $96.00; interest paid, $268.80. Deed issued ———— to ————. Present owner of contract, Rusk Harris. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,455.

Issued March 9, 1887, to B. N. Smith, D. P. Hatch, A. S. Baldwin and Albert Jenks, for the northeast quarter of section 27, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $89.60. Deed issued ——— to ————. Present owner of contract, A. S. Baldwin. Patent No. ———. Issued ————, for — acres of land described above.

Contract No. 6,456.

Issued March 9, 1887, to B. N. Smith, D. P. Hatch, A. S. Baldwin, and Albert Jenks, for the northwest quarter of section 27, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $89.60. Deed issued ——— to ————. Present owner of contract, Albert

Jenks. Patent No. ———. Issued ————————, for —— acres of land described above.

Contract No. 6,457.

Issued March 9, 1887, to B. N. Smith, D. P. Hatch, A. S. Baldwin, and Albert Jenks, for the southeast quarter of section 27, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $44.80. Deed issued ———— to ————. Present owner of contract, D. P. Hatch. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 6,458.

Issued March 8, 1887, to B. N. Smith, D. P. Hatch, A. S. Baldwin, and Albert Jenks, for the southwest quarter of section 27, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $44.80. Deed issued ———— to ————. Present owner of contract, D. P. Hatch. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 6,394.

Issued March 3, 1887, to Julius Brousseau and D. P. Hatch, for the northeast quarter of section 29, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, Julius Brousseau and D. P. Hatch. Patent No. ———. Issued ————————, for —— acres of land described above.

Contract No. 6,395.

Issued March 3, 1887, to Julius Brousseau and D. P. Hatch, for the northwest quarter of section 29, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, Julius Brousseau and D. P. Hatch. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,396.

Issued March 3, 1887, to Julius Brousseau and D. P. Hatch, for the southeast quarter of section 29, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, Julius Brousseau and D. P. Hatch. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,397.

Issued March 3, 1887, to Julius Brousseau and D. P. Hatch, for the southwest quarter of section 29, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, Julius Brousseau and D. P. Hatch. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,448.

Issued March 9, 1887, to M. M. Bovard, for all of section 31, township 5 north, range 4 west, S. B. M., 614.68 acres. Agreed purchase price, $1,536.70. Purchase price paid, $307.34; interest paid, $86.06. Deed issued ———— to ————. Present owner of contract, M. M. Bovard. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 6,398.

Issued March 3, 1887, to Julius Brousseau and D. P. Hatch, for the northeast quarter of section 33, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $44.80. Deed issued ———— to ————. Present owner of contract, Sol. N. Sheridan, Jr. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 6,399.

Issued March 3, 1887, to Julius Brousseau and D. P. Hatch, for the northwest quarter of section 33, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, Julius Brousseau and D. P. Hatch. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 6,400.

Issued March 3, 1887, to Julius Brousseau and D. P. Hatch, for the southeast quarter of section 33, township 5

north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $44.80. Deed issued ———— to ————. Present owner of contract, Sol. N. Sheridan, Jr. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,401.

Issued March 3, 1887, to Henry Y. Harding, for the southwest quarter of section 33, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ———— to ————. Present owner of contract, Henry Y. Harding. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 4,921.

Issued Oct. 29, 1885, to James Brown, for the east half of section 35, township 5 north, range 4 west, S. B. M., 320 acres. Agreed purchase price, $1,120.00. Purchase price paid, $1,120.00; interest paid, $446.54. Deed issued ———— to ————. Present owner of contract, James Brown. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 6,459.

Issued March 9, 1887, to B. N. Smith, D. P. Hatch, A. S. Baldwin and Albert Jenks, for the northwest quarter of section 35, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $89.60. Deed issued ——— to ————. Present owner of contract, B. N. Smith.

Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 6,460.

Issued March 9, 1887, to Henry Y. Harding, for the southwest quarter of section 35, township 5 north, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $179.20. Deed issued ———————— to ————————. Present owner of contract, A. Gerberding. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 4,934.

Issued Nov. 2, 1885, to O. Newburg, for the south half of section 19, township 1 south, range 1 west, S. B. M., 319.24 acres. Agreed purchase price, $1,755.44. Purchase price paid, $1,755.44; interest paid, $393.20. Deed issued Nov. 6, 1889, to O. H. Spoor and W. L. Spoor. Present owner of contract, ———————— Patent No. 6. Issued Dec. 27, 1883, for 319.24 acres of land described above.

Contract No. 9,920.

Issued Sept. 27, 1888, to F. P. Dunlap, for the northwest quarter and the north half of southwest quarter of section 29, township 1 south, range 1 west, S. B. M., 240 acres. Agreed purchase price, $1,584.00. Purchase price paid, $1,584.00; interest paid, $418.87. Deed issued July 11, 1892, to F. P. Dunlap. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 240 acres of land described above.

Contract No. 9,919.

Issued Sept. 27, 1888, to Joseph Webster, for the northeast half of southeast quarter of section 29, township 1 south, range 1 west, S. B. M., 40 acres. Agreed purchase price, $320.00. Purchase price paid, $320.00; interest paid, $68.76. Deed issued Aug. 8, 1892, to A. W. Eames. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 10,217.

Issued Nov. 27, 1889, to A. W. Eames, for the southwest quarter of southeast quarter of section 29, township 1 south, range 1 west, S. B. M., 40 acres. Agreed purchase price, $320.00. Purchase price paid, $64.00; interest paid, $107.52. Deed issued ———————— to ————————. Present owner of contract, A. W. Eames. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 10,247.

Issued March 7, 1890, to James F. Houghton, for an undivided quarter interest in the southwest quarter of section 31, township 1 south, range 1 west; the southeast quarter of the southeast quarter of section 5; the southeast quarter of the northeast quarter, the west half, the west half of the northeast quarter, the west half of the southeast quarter of section 7; the southwest quarter of the northwest quarter of section 9, township 2 south, range 1 west; all sections 1 and 11; the north half of section 13; the north half of the northeast quarter of section 15, township 2 south, range 2 west, S. B. M., 614.87 acres.

Agreed purchase price, $2,951.41. Purchase price paid, $2,951.41; interest paid, none. Quitclaim deed issued March 10, 1890, to James F. Houghton. Present owner of contract, ————. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 10,248.

Issued March 10, 1890, to Duncan McNee and John H. McNee, for an undivided three-fourths interest in the southwest quarter of section 31, township 1 south, range 1 west, the southeast quarter of the southeast quarter of section 5, the southeast quarter of the northeast quarter, the west half of the west half of the northeast quarter, the west half of the southeast quarter of section 7; the southwest quarter of the northwest quarter of section 9, township 2 south, range 1 west; all sections 1 and 11; the north half of section 13; the north half of the northeast quarter of section 15, township 2 south, range 2 west, S. B. M., 1,844.63 acres. Agreed purchase price, $8,854.20. Purchase price paid, $8,854.20; interest paid, $———. Quitclaim deed issued March 11, 1890, to Duncan McNee and John H. McNee. Present owner of contract, ————. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 3,913.

Issued Sept. 15, 1884, to Abraham Haas, for the north half of the northeast quarter, and the southwest quarter of the northeast quarter of section 7, township 1 south, range 2 west, S. B. M., 120 acres. Agreed purchase price, $300.00. Purchase price paid, $300.00; interest paid,

$84.33. Deed issued, Sept. 25, 1889, to Abraham Haas. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 10,266.

Issued April 7, 1890, to C. Elliott and M. Kellehar, for the southeast quarter of the northeast quarter, and the east half of the southeast quarter of section 7, township 1 south, range 2 west, S. B. M., 120 acres. Agreed purchase price, $300.00. Purchase price paid, $300; interest paid, $18.80. Deed issued May 14, 1891, to Clara Van Buren. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 10,267.

Issued April 7, 1890, to C. Elliott and M. Kellehar, for the west half of the southeast quarter of section 7, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $40.00; interest paid, $11.20. Deed issued ———— to ————. Present owner of contract, C. Elliott and M. Kellehar. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 10,268.

Issued April 7, 1890, to C. Elliott and M. Kellehar, for the east half of the southwest quarter of section 7, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $60.04. Deed issued Sept. 16, 1895, to Irving Hall. Present owner of contract, ————.

Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 10,269.

Issued April 7, 1890, to C. Elliott and M. Kellehar, for the west half of the southeast quarter of section 7, township 1 south, range 2 west, S. B. M., 81.56 acres. Agreed purchase price, $203.90. Purchase price paid, $203.90; interest paid, $15.54. Deed issued Aug. 14, 1891, to Jennie Swift. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 81.56 acres of land described above.

Contract No. 10,340.

Issued May 26, 1890, to Charles Elliott, for the northwest quarter of section 7, township 1 south, range 2 west, S. B. M., 164.68 acres. Agreed purchase price, $411.70. Purchase price paid, $411.70; interest paid, $115.30. Deed issued May 27, 1895, to Charles M. Stimson. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 164.68 acres of land described above.

Contract No. 4,180.

Issued Jan. 6, 1885, to E. G. Judson and F. E. Brown, for the west half of the northwest quarter, and the southeast quarter of section 9, township 1 south, range 2 west, S. B. M., 240 acres. Agreed purchase price, $840.00. Purchase price paid, $840.00; interest paid, $391.70. Deed issued March 14, 1893, to E. G. Judson and F. E. Brown. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 240 acres of land described above.

Contract No. 4,181.

Issued Jan. 6, 1885, to E. G. Judson and F. E. Brown, for the east half of the northwest quarter and the northeast quarter of section 9, township 1 south, range 2 west, S. B. M., 240 acres. Agreed purchase price, $840.00. Purchase price paid, $168.00; interest paid, $329.38. Deed issued ———— to ————. Present owner of contract, E. G. Judson and F. E. Brown. Patent No. ——. Issued ————, for —— acres of land described above.

Contract No. 4,746.

Issued Aug. 14, 1885, to William Curtis, for the east half of section 13, township 1 south, range 2 west, S. B. M., 320 acres. Agreed purchase price, $600.00. Purchase price paid, $600.00; interest paid, $168.00. Deed issued Aug. 20, 1890, to William Curtis. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 320 acres of land described above.

Contract No. 4,524.

Issued April 14, 1885, to Mrs. E. Wallace, for the north half of the northwest quarter, section 13, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $150.00. Purchase price paid, $150.00; interest paid, $58.10. Deed issued March 28, 1892, to D. W. Parkhurst. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 4,525.

Issued April 14, 1885, to Mrs. E. Wallace, for the south half of the northwest quarter of section 13, township 1

south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $150.00. Purchase price paid, $150.00; interest paid, $58.10. Deed issued March 28, 1892, to D. W. Parkhurst. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 4,526.

Issued April 14, 1885, to Mrs. E. Wallace, for the north half of the southwest quarter of section 13, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $150.00. Purchase price paid, $150.00; interest paid, $58.10. Deed issued March 28, 1892, to D. W. Parkhurst. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 4,527.

Issued April 14, 1885, to Mrs. E. Wallace, for the south half of the southwest quarter of section 13, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $150.00. Purchase price paid, $150.00; interest paid, $58.10. Deed issued March 28, 1892, to D. W. Parkhurst. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 4,166.

Issued Jan. 2, 1884, to Mary A. Brown, for the north half and the southeast quarter of section 15, township 1 south, range 2 west, S. B. M., 480 acres. Agreed purchase price, $1,200.00. Purchase price paid, $1,200.00; interest paid, $533.90. Deed issued Dec. 20, 1892, to Mary A.

Brown. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 480 acres of land described above.

Contract No. 4,167.

Issued Jan. 2, 1884, to Mary A. Brown, for the southwest quarter of section 15, township 1 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $114.35. Deed issued Feb. 14, 1890, to Mary A. Brown. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,904.

Issued Sept. 8, 1884, to Abraham Haas, for the east half of the northeast quarter, and the southwest quarter of the northeast quarter, southeast quarter, of section 17, township 1 south, range 2 west, S. B. M., 280 acres. Agreed purchase price, $940.00. Purchase price, $940.00; interest paid, $138.62. Deed issued May 4, 1887, to Charles Frankish. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 280 acres of land described above.

Contract No. 2,358.

Issued July 24, 1882, to J. D. B. Stillman, for the northwest quarter of the northeast quarter of section 17, township 1 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $180.00. Purchase price paid, $180.00; interest paid, ———. Deed issued Aug. 5, 1882, to J. D. B. Stillman. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 2,202.

Issued March 20, 1882, to E. G. Judson and F. E. Brown, for the north half of the northwest quarter of section 17, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $56.00. Deed issued April 5, 1887, to Catherine Ingham. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,412.

Issued March 3, 1885, to William B. Tiffany, for the south half of the northwest quarter of section 17, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $46.66. Deed issued May 8, 1889, to W. P. McIntosh. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,574.

Issued May 4, 1885, to Mrs. Emeline Wallace, for the southwest quarter of section 17, township 1 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $44.80. Deed issued May 4, 1887, to D. W. Parkhurst. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 4,219.

Issued Jan. 23, 1885, to Mrs. Nellie Wade, for the northeast quarter of the northeast quarter, and the northeast

quarter of the southeast quarter of section 19, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $48.75. Deed issued June 7, 1889, to Mrs. Nellie Wade. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,100.

Issued Feb. 20, 1882, to E. G. Judson and F. E. Brown, for the south half of the northeast quarter, and the northwest quarter of the southeast quarter, north half of lots 1 and 2, section 19, township 1 south, range 2 west, S. B. M., 200 acres. Agreed purchase price, $500.00. Purchase price paid, $500; interest paid, $140.00. Deed issued March 12, 1887, to Catherine Ingham. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 200 acres of land described above.

Contract No. 2,101.

Issued Feb. 20, 1882, to E. G. Judson and F. E. Brown, for the south half of lot 2, section 19, township 1 south, range 2 west, S. B. M., 39.20 acres. Agreed purchase price, $392.00. Purchase price paid, $392.00; interest paid, $109.75. Deed issued March 12, 1887, to Catherine Ingham. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 39.20 acres of land described above.

Contract No. 2,201.

Issued March 20, 1882, to E. G. Judson and F. E. Brown, for the northwest quarter of the northeast quarter, and

the southeast quarter of the northwest quarter, section 19, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $56.00. Deed issued April 5, 1887, to Catherine Ingham. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,607.

Issued Dec. 2, 1882, to O. E. Johnson, for the northeast half of the northwest quarter, and the west half of the northwest quarter of section 19, township 1 south, range 2 west, S. B. M., 122.40 acres. Agreed purchase price, $306.00. Purchase price paid, $306.00; interest paid, $85.65. Deed issued April 14, 1887, to William R. Tolles. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 122.40 acres of land described above.

Contract No. 2,748.

Issued April 16, 1883, to M. H. Crafts, for the southeast quarter of the southeast quarter of section 19, township 1 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $100.00; interest paid, $———. Deed issued Jan. 31, 1884, to M. H. Crafts. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 980.

Issued Jan. 13, 1881, to Charles R. Paine, for the southwest quarter of the southeast quarter, and the southeast quarter of the southwest quarter of section 19, township

1 south, range 2 west, S. B. M., 800 acres. Agreed purchase price, $500.00. Purchase price paid, $500.00; interest paid, $56.00. Deed issued Jan. 26, 1886, to Charles R. Paine. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,190.

Issued Jan. 14, 1885, to W. B. Tiffany, for the north half of the northeast quarter of section 21, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $48.09. Deed issued May 8, 1889, to W. P. McIntosh. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,216.

Issued Jan. 22, 1885, to William B. Tiffany, for the north half of the northwest quarter of section 21, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $47.60. Deed issued May 8, 1889, to W. P. McIntosh. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,813.

Issued July 17, 1884, to William B. Tiffany, for the southwest quarter of the northwest quarter, and the northwest quarter of the southwest quarter of section 21, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $5.70. Deed issued Jan. 23, 1885, to Wil-

liam B. Tiffany. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,258.

Issued Feb. 3, 1885, to Chauncey Cornell, for the east half of the southeast quarter of section 21, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $268.80. Deed issued Feb. 16, 1891, to R. E. McGinniss. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 4,259.

Issued Feb. 3, 1885, to Chauncey Cornell, for the west half of the southeast quarter of section 21, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $268.80. Deed issued Feb. 16, 1891, to R. E. McGinniss. Present owner of contract ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 2,149.

Issued March 10, 1882, to M. H. Crafts, for the southwest quarter of the southwest quarter of section 21, and the northwest quarter of the southeast quarter of section 29, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $360.00. Purchase price paid, $360.00; interest paid, $131.71. Deed issued Oct. 2, 1888, to H. C. Rolfe. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,929.

Issued Sept. 22, 1884, to Abraham Haas, for the southeast quarter of the northeast quarter, and the east half of the southeast quarter, and the southwest quarter of the southeast quarter of section 29, and the southeast quarter of the southwest quarter of section 21, township 1 south, range 2 west, S. B. M., 200 acres. Agreed purchase price, $600.00. Purchase price paid, $600.00; interest paid, $168.00. Deed issued Sept. 25, 1889, to Abraham Haas. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 200 acres of land described above.

Contract No. 9,307.

Issued Feb. 1, 1888, to Warren Hibbard, for the east half of the northeast quarter of section 23, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $80.00. Purchase price paid, $80.00; interest paid, $11.46. Deed issued April 8, 1892, to John Dessart. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 9,308.

Issued Feb. 1, 1888, to Warren Hibbard, for the west half of the northeast quarter of section 23, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $80.00. Purchase price paid, $80.00; interest paid, $7.73. Deed issued ———— to ————. Present owner of contract, Frank Blair. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 9,309.

Issued Feb. 1, 1888, to Warren Hibbard, for the east half of the northwest quarter of section 23, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $80.00. Purchase price paid, $80.00; interest paid, $7.73. Deed issued ———— to ————. Present owner of contract, Frank Blair. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 9,310.

Issued Feb. 1, 1888, to Warren Hibbard, for the west half of the northwest quarter of section 23, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $80.00. Purchase price paid, $80.00; interest paid, $10.76. Deed issued March 17, 1892, to Joseph Boardman. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 9,312.

Issued Feb. 1, 1888, to Warren Hibbard, for the west half of southeast quarter of section 23, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $80.00. Purchase price paid, $16.00; interest paid, $17.92. Deed issued ———— to ————. Present owner of contract, Calhoun Bryant. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 9,313.

Issued Feb. 1, 1888, to Warren Hibbard, for the east half of the southwest quarter of section 23, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase

price, $80.00. Purchase price paid, $16.00; interest paid, $4.48. Deed issued ———— to ————. Present owner of contract, Warren Hibbard. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 9,314.

Issued Feb. 1, 1888, to Warren Hibbard, for the west half of the southwest quarter of section 23, township 1 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $80.00. Purchase price paid, $80.00; interest paid, $3.23. Deed issued Sept. 8, 1892, to Katie B. Uber, undivided quarter, and George W. Maywood, undivided three-quarters. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 5,508.

Issued April 6, 1886, to E. P. Clyde, for the northeast quarter of section 25, township 1 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $780.00. Purchase price paid, $780.00; interest paid, $216.00. Deed issued April 1, 1891, to E. P. Clyde. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 2,799.

Issued June 20, 1883, to E. P. Clyde, for the east half of the southwest quarter, and the southeast quarter of section 25, township 1 south, range 2 west, S. B. M., 240 acres. Agreed purchase price, $720.00. Purchase price paid, $720.00; interest paid, $96.56. Deed issued Nov. 23, 1885, to E. P. Clyde Present owner of contract, ————.

Patent No. 2. Issued April 4, 1879, for 240 acres of land described above.

Contract No. 2,148.

Issued March 10, 1882, to M. H. Crafts, for the southwest quarter of the northeast quarter of section 29, and the southwest quarter of section 31, township 1 south, range 2 west, S. B. M., 200 acres. Agreed purchase price paid, $520.00. Purchase price paid, $520.00; interest paid, $148.90. Deed issued May 4, 1887, to H. C. Rolfe. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 200 acres of land described above.

Contract No. 2,058.

Issued Jan. 19, 1882, to Meyron H. Crafts, for the northwest quarter of section 31, township 1 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $112.00. Deed issued Jan. 28, 1887, to H. C. Rolfe. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 4,866.

Issued Sept. 29, 1885, to Thomas J. Flanagan, for the northeast quarter of section 33, township 1 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $320.00. Purchase price paid, $64.00; interest paid, $197.12. Deed issued ————, to ————. Present owner of contract, Thomas J. Flanagan. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 4,865.

Issued Sept. 29, 1885, to Thomas J. Flanagan, for the northwest quarter, and the south half of section 33, township 1 south, range 2 west, S. B. M., 480 acres. Agreed purchase price, $960.00. Purchase paid, $192.00; interest paid, $197.12. Deed issued ————, to ————. Present owner of contract, Thomas J. Flanagan. Patent No. 2. Issued April 4, 1879, for 480 acres of land described above.

Contract No. 4,297.

Issued Feb. 6, 1885, to E. P. Clyde, for the northeast quarter of section 35, township 1 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $960.00. Purchase price paid, $960.00; interest paid, $119.72. Deed issued March 26, 1886, to E. P. Clyde. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 4,638.

Issued May 28, 1885, to F. M. Haws, for the northwest quarter of section 35, township 1 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $134.40. Deed issued June 4, 1890, to W. G. Lynn and W. J. S. Lynn. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 2,924.

Issued Dec. 3, 1883, to F. M. Haws, for the southwest quarter of section 35, township 1 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Pur-

chase price paid, $480.00; interest paid, $134.40. Deed issued Dec. 20, 1880, to W. G. Lynn and W. J. S. Lynn. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,914.

Issued Sept. 15, 1884, to Abraham Haas, for the northeast quarter of section 1, township 1 south, range 3 west, S. B. M., 162.49 acres. Agreed purchase price, $406.22. Purchase price paid, $406.22; interest paid, $114.15. Deed issued Sept. 25, 1889, to Abraham Haas. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 162.49 acres of land described above.

Contract No. 1,215.

Issued Sept. 20, 1881, to F. E. Brown, for the east half of the northwest quarter of section 1, township 1 south, range 3 west, S. B. M., 83.12 acres. Agreed purchase price, $207.80. Purchase price paid, $207.80; interest paid, $40.39. Deed issued March 9, 1885, to D. W. Parkhurst. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 83.12 acres of land described above.

Contract No. 796.

Issued March 16, 1880, to Alfred M. Aplin, for the west half of the northwest quarter of section 1, township 1 south, range 3 west, S. B. M., 84.37 acres. Agreed purchase price, $506.22. Purchase price paid, $506.22; interest paid, $202.50. Deed issued March 24, 1885, to Alfred M. Aplin. Present owner of contract, ————————.

Patent No. 2. Issued April 4, 1879, for 84.37 acres of land described above.

Contract No. 7,324.

Issued May 18, 1887, to Abraham Haas, for the northwest quarter of the southeast quarter, south half of the southeast quarter, south half of the southwest quarter of section 1, township 1 south, range 3 west, S. B. M., 200 acres. Agreed purchase price, $500.00. Purchase price paid, $500.00; interest paid, $140.00. Deed issued May 3, 1892, to Carl Raiss. Present owner of contract, ———. Patent No. 2. Issued April 4, 1879, for 200 acres of land described above.

Contract No. 2,336.

Issued June 23, 1882, to A. M. Aplin and F. E. Brown, for the northeast quarter of the southeast quarter of section 1, township 1 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $100.00; interest paid, $———. Deed issued July 6, 1882, to A. M. Aplin and F. E. Brown. Present owner of contract, ———. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 1,216.

Issued Sept. 20, 1881, to F. E. Brown, for the north half of the southwest quarter of section 1, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $38.88. Deed issued March 9, 1885, to D. W. Parkhurst. Present owner of contract, ———. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,595.

Issued Nov. 28, 1882, to Benjamin Van Leuven, for the southeast quarter of the northeast quarter of section 3, township 1 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $240.00. Purchase price paid, $240.00; interest paid, $———. Deed issued Dec. 18, 1882, to Benjamin Van Leuven. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 824.

Issued June 29, 1880, to John C. Weeks, for the northeast quarter of the northeast quarter of section 3, township 1 south, range 3 east, S. B. M., 46.35 acres. Agreed purchase price, $162.22. Purchase price paid, $162.22; interest paid, $———. Deed issued June 30, 1888, to John C. Weeks. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 46.35 acres of land described above.

Contract No. 1,031.

Issued March 19, 1881, to Mrs. A. M. McGee, for the southwest quarter of the northwest quarter of section 3, township 1 south, range 3 west, S. B. M., 40 acres. Agreed purchase price, $100.00 Purchase price paid, $100.00; interest paid, $———. Deed issued March 22, 1881, to Mrs. A. M. McGee. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 1,188.

Issued Sept. 9, 1881, to Mrs. Ann Maria McGee for the northeast quarter of the northwest quarter of section 3,

township 1 south, range 3 west, S. B. M., 46.15 acres. Agreed purchase price, $115.38. Purchase price paid, $115.38; interest paid, $———. Deed issued Sept. 14, 1881, to Mrs. Ann Maria McGee. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 46.15 acres of land described above.

Contract No. 2,632.

Issued Dec. 22, 1882, to Mrs. Ann Maria McGee, for the northwest quarter of the northwest quarter of section 3, township 1 south, range 3 west, S. B. M., 46.05 acres. Agreed purchase price, $115.12. Purchase price paid, $115.12; interest paid, $———. Deed issued Dec. 28, 1882, to Mrs. Ann Maria McGee. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 46.05 acres of land described above.

Contract No. 951.

Issued Dec. 4, 1880, to Vinton L. Mitchell, for the east half of the northeast quarter of section 5, township 1 south, range 3 west, S. B. M., 86.48 acres. Agreed purchase price, $864.80. Purchase price paid, $864.80; interest paid, $63.23. Deed issued March 28, 1882, to Walter J. Laycock. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 86.48 acres of land described above.

Contract No. 9,995.

Issued Dec. 18, 1888, to John F. Madden, for the north half of the southwest quarter, of the northeast quarter of section 5, township 1 south, range 3 west, S. B. M., 20 acres. Agreed purchase price, $240.00. Purchase price

paid, $240.00; interest paid, $58.71. Deed issued May 1, 1893, to Ame Wendelborn and Aaron Leipsic. Present owner of contract, ————. Issued ————, for 20 acres of land described above. Decree of U. S. Circuit Court, Nov. 1, 1886.

Contract No. 9,996.

Issued Dec. 18, 1888, to Jose D. Valencia, for the south half of the southwest quarter of the northeast quarter of section 5, township 1 south, range 3 west, S. B. M., 20 acres. Agreed purchase price, $240.00. Purchase price paid, $240.00; interest paid, $19.24. Deed issued Dec. 26, 1890, to Jose D. Valencia. Present owner of contract, ————. Issued ————, for 20 acres of land described above. Decree of U. S. Circuit Court, Nov. 1, 1886.

Contract No. 4,054.

Issued Oct. 25, 1884, to John W. Downs, for the northwest quarter of the northeast quarter of section 5, township 1 south, range 3 west, S. B. M., 43.57 acres. Agreed purchase price, $544.62. Purchase price paid, $544.62; interest paid, $———. Quitclaim deed issued Oct. 28, 1884, to John W. Downs. Present owner of contract, ————. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 3,915.

Issued Sept. 15, 1884, to Abraham Haas, for the north half of the southeast quarter of section 5, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest

paid, $72.66. Deed issued June 13, 1887, to Oscar Newburg. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,218.

Issued Jan. 23, 1885, to L. W. Beach, for the south half of the southeast quarter of section 5, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $266.57. Deed issued Jan. 27, 1895, to C. M. Wright. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,916.

Issued Sept. 15, 1884, to Abraham Haas, for the north half of the northeast quarter, and the north half of the northwest quarter of section 9, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $112.44. Deed issued Sept. 25, 1889, to Abraham Haas. Present owner of contract,————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 6,159.

Issued Dec. 20, 1886, to W. H. Carlson, for the south half of the northeast quarter, the south half of the northwest quarter and the south half of section 9, township 1 south, range 3 west, S. B. M., 480 acres. Agreed purchase price, $1,200.00. Purchase price paid, $240.00; interest paid, $134.30. Deed issued ————, to ————. Present owner of contract, W. H. Carlson. Patent No. 2. Issued April 4, 1879, for 480 acres of land described above.

Contract No. 7,329.

Issued May 18, 1887, to Abraham Haas, for the northwest quarter of section 11, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price *paid*, $400.00. Purchase price paid, $400.00; interest paid, $112.00. Deed issued June 16, 1892, to Carl Raiss. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 7,095.

Issued May 10, 1887, to Rev. C. A. Stone, for the southwest quarter of section 11, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $134.40. Deed issued ————, to ————. Present owner of contract, Carrie Addeman. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 1,070.

Issued April 18, 1889, to M. Kellehar and C. Elliott, for the north half of the northeast quarter, and the north half of the northwest quarter of section 13, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $69.40. Deed issued May 31, 1892, to Will W. Beach. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 7,368.

Issued May 20, 1887, to C. F. Smurr, for the south half of the northeast —, and the south half of the northwest

quarter of section 13, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $224.00. Deed issued————————, to ————————. Present owner of contract, C. F. Smurr. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,917.

Issued Sept. 15, 1884, to Abraham Haas, for the south half of the southeast quarter, and the south half of the southwest quarter of section 13, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $880. Purchase price paid, $880; interest paid, $133.60. Deed issued June 20, 1887, to Abraham Haas. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 5,860.

Issued August 18, 1886, to J. S. Edwards, and W. N. Chamblin, for the north half of the southeast quarter of section 13, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $18.68. Deed issued June 27, 1887, to J. S. Edwards and W. N. Chamblin. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 5,861.

Issued Aug. 18, 1886, to J. S. Edwards and W. N. Chamblin, for the north half of the southwest quarter of section 3, township 1 south, range 3 west, S. B. M., 80

acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $22.40. Deed issued June 27, 1887, to J. S. Edwards and W. N. Chamblin. Present owner of contract ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,371.

Issued Aug. 18, 1882, to Gustavus L. Simmons, for the south half of the southeast quarter of section 15, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $300; interest paid, $300.14. Deed issued May 8, 1889, to Gustavus L. Simmons. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,372.

Issued Aug. 18, 1882, to Gustavus L. Simmons, for the south half of the southwest quarter of section 15, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $300.15. Deed issued May 8, 1889, to Gustavus L. Simmons. Present owner of contract ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,350.

Issued July 17, 1882, to Oscar E. Johnson, for the south half of section 23, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $720. Purchase price paid, $720; interest paid, $190.06. Deed issued April 14, 1887, to William R. Tolles. Present owner

of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,351.

Issued July 17, 1882, to Oscar E. Johnson, for the south half of the northwest quarter of section 23, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $211.19. Deed issued April 14, 1887, to William R. Tolles. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,354.

Issued July 19, 1882, to Gustavus L. Simmons, for the north half of the northeast quarter of section 23, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $720. Purchase price paid, $720; interest paid, $273.41. Deed issued May 8, 1889, to Gustavus L. Simmons. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,355.

Issued July 19, 1882, to Gustavus L. Simmons, for the north half of the northwest quarter of section 23, township 1 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $303.75. Deed issued May 8, 1889, to Gustavus L. Simmons. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,344.

Issued July 10, 1882, to Hugh Henry Cole, for the north half of section 31, township 1 south, range 3 west, S. B. M., 317 acres. Agreed purchase price, $1,585. Purchase price paid, $1,585; interest paid, $410.51. Deed issued March 5, 1887, to Hugh Henry Cole. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 317 acres of land described above.

Contract No. 3,014.

Issued Jan. 7, 1884, to James A. Cole, for the southeast quarter of section 31, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $84.02. Deed issued March 1, 1887, to James A. Cole. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 6,169.

Issued Dec. 23, 1886, to F. W. Richardson and C. C. Miller, for the southwest quarter of section 31, township 1 south, range 3 west, S. B. M., 159 acres. Agreed purchase price, $954. Purchase price paid, $954; interest paid, $284.92. Deed issued April 20, 1892, to F. W. Richardson and Mary A. Miller. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 159 acres of land described above.

Contract No. 1,067.

Issued May 9, 1881, to E. G. Judson and F. E. Brown, for the northeast quarter of section 33, township 1 south,

range 3 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $640; interest paid, $26.09. Deed issued Feb. 14, 1882, to E. G. Judson and F. E. Brown. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 1,068.

Issued May 9, 1881, to E. G. Judson and F. E. Brown, for the southeast quarter of section 33, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $640; interest paid, $26.09. Deed issued Feb. 14, 1882, to E. G. Judson and F. E. Brown. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,479.

Issued April 29, 1884, to George W. Meade, for the northwest quarter of section 33, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $308.15. Deed issued Oct. 21, 1887, to George W. Meade. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,537.

Issued Oct. 27, 1882, to Mrs. Ellen B. Seymour, for the southwest quarter of section 33, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $640; interest paid, $177.20. Deed issued Oct. 21, 1887, to Anna Meade. Present owner of

contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 1,036.

Issued March 23, 1881, to E. G. Judson and F. E. Brown, for the northeast quarter and the southwest quarter of section 35, township 1 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $1,120. Purchase price paid, $1,120; interest paid, $295.60. Deed issued Dec. 19, 1885, to E. G. Judson and F. E. Brown. Present owner of contract ————————. Patent No. 2. Issued April 4, 1879, for 320 acres of land described above.

Contract No. 1,035.

Issued March 23, 1881, to E. G. Judson and F. E. Brown, for the northwest quarter of section 35, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $49.28. Deed issued March 4, 1882, to E. G. Judson and F. E. Brown. Present owner of contract ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,203.

Issued March 20, 1882, to E. G. Judson and F. E. Brown, for the southeast quarter of section 35, township 1 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $134.40. Deed issued April 14, 1887, to E. G. Judson and F. E. Brown. Present owner of contract ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,502.

Issued Oct. 20, 1882, to Henry C. Yager, for the west half of the northeast quarter and lots 7 and 8, section 7, township 1 south, range 4 west, S. B. M., 129.48 acres. Agreed purchase price, $1,295.68. Purchase price paid, $1,295.68; interest paid, $304.84. Deed issued Dec. 29, 1886, to George A. Ferguson. Present owner of contract ————————. Patent No. 4. Issued June 26, 1882, for 129.48 acres of land described above.

Contract No. 5,283.

Issued Feb. 1, 1886, to William J. Guthrie, for the east half of the northwest quarter of section 7, township 1 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $40.70. Deed issued Dec. 29, 1886, to William J. Guthrie. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 791.

Issued March 11, 1880, to Henry Goodcell, Sr., for the northwest quarter of the southeast quarter and lot 6, section 7, township 1 south, range 4 west, S. B. M., 60.27 acres. Agreed purchase price, $602.70. Purchase price paid, $602.70; interest paid, $96.44. Deed issued March 21, 1882, to Henry Goodcell, Sr. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 790.

Issued March 11, 1880, to John Anderson, for the southwest quarter of the southwest quarter and lot 5, section 7, township 1 south, range 4 west, S. B. M., 57.29 acres. Agreed purchase price, $572.90. Purchase price paid, $572.90; interest paid, $45.83. Deed issued March 17, 1881, to John Andreson. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 57.29 acres of land described above.

Contract No. 4,470.

Issued March 23, 1885, to Joseph J. Deming, for the northeast quarter of the southwest quarter of section 7, township 1 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $39.35. Deed issued Jan. 19, 1887, to Joseph J. Deming. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 4,471.

Issued March 23, 1885, to William J. Guthrie, for the southeast quarter of the southwest quarter of section 7, township 1 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112. Deed issued March 28, 1890, to Thomas Gilbert. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 5,284.

Issued Feb. 1, 1886, to Robert B. Herron, for the west half of the northwest quarter of section 7, township 1 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $40.70. Deed issued Dec. 29, 1886, to Robert B. Herron. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 5,282.

Issued Feb. 1, 1886, to Joseph J. Deming, for lots 3 and 4 in the southwest quarter of section 7, township 1 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $11.19. Deed issued Jan. 14, 1887, to Joseph J. Deming. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 809.

Issued May 12, 1880, to William Goldkofer, for the northeast quarter of the northwest quarter; north half of the northeast quarter of section 19, township 1 south, range 4 west, S. B. M., 83.56 acres. Agreed purchase price, $835.60. Purchase price paid, $835.60; interest paid, $219. Deed issued Jan. 27, 1885, to William Goldkofer. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 83.56 acres of land described above.

Contract No. 789.

Issued March 11, 1890, to George Wilson, for the southeast quarter of the northwest quarter; northeast

quarter of the southwest quarter and lots 6 and 7, of section 19, township 1 south, range 4 west, S. B. M., 160.30 acres. Agreed purchase price, $1,603. Purchase price paid, $1,603; interest paid, $641.20. Deed issued March 24, 1885, to George Wilson. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160.30 acres of land described above.

Contract No. 2,145.

Issued March 7, 1882, to Pacific Improvement Company, for the southeast quarter of the southwest quarter and lots 1, 2, 3, 4 and 5 of section 19, township 1 south, range 4 west, S. B. M., 236.74 acres. Agreed purchase price, $1,183.70. Purchase price paid, $1,183.70; interest paid, $——. Deed issued March 7, 1882, to Pacific Improvement Company. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 236.74 acres of land described above.

Contract No. 3,897.

Issued Sept. 2, 1884, to Albert J. Allen, for lot 1 of the south half of the northeast quarter; southeast quarter of the northwest quarter and the southeast quarter of section 33, township 1 south, range 4 west, S. B. M., 310.78 acres. Agreed purchase price, $776.95. Purchase price paid, $776.95; interest paid, $152.74. Deed issued April 3, 1888, to George B. Pickett and James B. Stevenson. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 310.78 acres of land described above.

Contract No. 3,511.

Issued May 2, 1884, to George M. Hippee and Samuel Merrill, for the southwest quarter of section 33, township 1 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $560. Purchase price paid, $560; interest paid, $60.98. Deed issued April 23, 1886, to George M. Hippee and Samuel Merrill. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 10,698.

Issued Feb. 12, 1891, to Mrs. S. A. Poole, for lots 2, 3 and 4 of section 33, township 1 south, range 4 west, S. B. M., 61.32 acres. Agreed purchase price, $367.92. Purchase price paid, $367.92; interest paid, $——. Quitclaim deed issued Feb. 18, 1891, to Mrs. S. A. Poole. Present owner of contract, ————. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 4,560.

Issued April 30, 1885, to A. A. Courteney, for fractional northeast quarter of section 35, township 1 south, range 4 west, S. B. M., 158.47 acres. Agreed purchase price, $553.11. Purchase price paid, $553.11; interest paid, $128.19. Deed issued July 16, 1889, to A. A. Courteney. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 158.47 acres of land described above.

Contract No. 11,323.

Issued Dec. 8, 1893, to Albert E. Parker, for fractional northwest quarter of section 35, township 1 south, range 4 west, S. B. M., 159.92 acres. Agreed purchase price, $399.80. Purchase price paid, $399.80; interest paid, $7.55. Deed issued ————, to ————. Present owner of contract, Albert E. Parker. Patent No. 31. Issued Feb. 12, 1896, for 159.92 acres of land described above.

Contract No. 11,404.

Issued Oct. 19, 1895, to S. B. Wright, for fractional south half of section 35, township 1 south, range 4 west, S. B. M., 337.50 acres. Agreed purchase price, $843.75. Purchase price paid, $843.75; interest paid, $24.10. Deed issued May 11, 1896, to George W. Scott. Present owner of contract, ————. Patent No. 31. Issued Feb. 12, 1896, for 337.50 acres of land described above.

Contract No. 10,747.

Issued May 18, 1891, to B. F. Butler, for lots 5, 6, and 7 of section 25, township 1 south, range 5 west, S. B. M., 70.35 acres. Agreed purchase price, $703.50. Purchase price paid, $140.70; interest paid, $118.20. Deed issued ————, to ————. Present owner of contract, Mrs. Bella Butler. Patent No. 25. Issued Aug. 15, 1894, for 70.35 acres of land described above.

Contract No. 10,755.

Issued May 21, 1891, to M. C. Butterfield, for lots 8, 9, and 12 of section 25, township 1 south, range 5 west, S.

B. M., 36.98 acres. Agreed purchase price, $369.80. Purchase price paid, $73.96; interest paid, $103.50. Deed issued ————, to ————. Present owner of contract, M. C. Butterfield. Patent No. 25. Issued Aug. 15, 1894, for 36.98 acres of land described above.

Contract No. 2,751.

Issued April 18, 1883, to P. J. Stockman, for lots 3 and 4 of the southwest quarter of section 25, township 1 south, range 5 west, S. B. M., 31.41 acres. Agreed purchase price, $78.53. Purchase price paid, $78.53; interest paid, $———. Deed issued July 10, 1883, to P. J. Stockman. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 31.41 acres of land described above.

Contract No. 2,764.

Issued May 3, 1883, to James Noel, for the fractional northwest quarter of section 31, township 1 south, range 5 west, S. B. M., 161.68 acres. Agreed purchase price, $424.41. Purchase price paid, $424.41; interest paid, $23.77. Deed issued April 25, 1884, to James Noel. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 161.68 acres of land described above.

Contract No. 10,683.

Issued Jan. 9, 1891, to Frank Walker, for the north half of the northeast quarter of section 31, township 1 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $110.51. Deed issued Feb. 28, 1895, to Frank Walker. Present

owner of contract, ————————. Patent No. 25. Issued Aug. 15, 1894, for 80 acres of land described above.

Contract No. 10,684.

Issued Jan. 9, 1891, to J. H. Cummins, for the south half of the northeast quarter of section 31, township 1 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $480. Purchase price paid, $96; interest paid, $26.88. Deed issued ————————, to ————————. Present owner of contract, J. H. Cummins. Patent No. 25. Issued Aug. 15, 1894, for 80 acres of land described above.

Contract No. 2,746.

Issued April 12, 1883, to P. J. Stockman, for lots 1 and 2 of the northeast quarter of section 33, township 1 south, range 5 west, S. B. M., 67.17 acres. Agreed purchase price, $235.09. Purchase price paid, $235.09; interest paid, $107.50. Deed issued March 4, 1889, to P. J. Stockman. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 67.17 acres of land described above.

Contract No. 10,749.

Issued May 18, 1891, to H. S. Button, for lot 3 of section 33, township 1 south, range 5 west, S. B. M., 41.52 acres. Agreed purchase price, $415.20. Purchase price paid, $415.20; interest paid, $116.25. Deed issued May 30, 1896, to J. P. Kiler. Present owner of contract, ————————. Patent No. 25. Issued Aug. 15, 1894, for 41.52 acres of land described above.

Contract No. 10,762.

Issued May 27, 1891, to H. S. Button, for the southeast quarter of the northeast quarter, and lots 4 and 5 of section 33, township 1 south, range 5 west, S. B. M., 90.89 acres. Agreed purchase price, $908.90. Purchase price paid, $908.90; interest paid, $149.50. Deed issued ——, to ——————. Present owner of contract, H. S. Button. Patent No. 25. Issued Aug. 15, 1894, for 90.89 acres of land described above.

Contract No. 10,751.

Issued May 18, 1891, to Miss Bertha Choate, for the south half of the northwest quarter of section 33, township 1 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $224. Deed issued ——————, to ——————. Present owner of contract, Walter A. Choate. Patent No. 25. Issued Aug. 15, 1894, for 80 acres of land described above.

Contract No. 10,750.

Issued May 18, 1891, to Miss Bertha Choate, for the north half of the northwest quarter of section 33, township 1 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $800. Purchase price paid, $160; interest paid, $89.60. Deed issued ——————, to ————, Present owner of contract, Miss Bertha Choate. Patent No. 25. Issued Aug. 15, 1894, for 80 acres of land described above.

Contract No. 10,748.

Issued May 18, 1891, to A. B. Hotchkiss, for the northwest quarter of the southeast quarter, and lots 6 and 7 of section 33, township 1 south, range 5 west, S. B. M., 65.03 acres. Agreed purchase price, $650.30. Purchase price paid, $130.06; interest paid, $36.42. Deed issued ————, to ————. Present owner of contract, A. B. Hotchkiss. Patent No. 25. Issued Aug. 15, 1894, for 80 acres of land described above.

Contract No. 10,752.

Issued May 18, 1891, to Miss Bertha Choate, for the north half of the southwest quarter of section 33, township 1 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $960. Purchase price paid, $192; interest paid, $161.28. Deed issued ————, to ————. Present owner of contract, Miss Bertha Choate. Patent No. 25. Issued Aug. 15, 1894, for 80 acres of land described above.

Contract No. 10,760.

Issued May 25, 1891, to Miss Bertha Choate, for the southwest quarter of the southwest quarter and lot 8 of section 33, township 1 south, range 5 west, S. B. M., 75.70 acres. Agreed purchase price, $832.70. Purchase price paid, $166.54; interest paid, $279.48. Deed issued ————, to ————. Present owner of contract, Frank S. Hyde. Patent No. 25. Issued Aug. 15, 1894, for 75.70 acres of land described above.

Contract No. 10,753.

Issued May 18, 1891, to J. S. Wheeler, for lots 1 and 2 of section 35, township 1 south, range 5 west, S. B. M., 38.58 acres. Agreed purchase price, $462.96. Purchase price paid, $92.59; interest paid, $103.68. Deed issued ————, to ————. Present owner of contract, J. S. Wheeler. Patent No. 25. Issued Aug. 15, 1894, for 38.58 acres of land described above.

Contract No. 10,754.

Issued May 18, 1891, to John E. Campbell, for lot 3 of section 35, township 1 south, range 5 west, S. B. M., 43.55 acres. Agreed purchase price, $435.50. Purchase price paid, $87.10; interest paid, $146.34. Deed issued ——, to ————. Present owner of contract, Calvin Ogburn. Patent No. 25. Issued Aug. 15, 1894, for 43.55 acres of land described above.

Contract No. 2,418.

Issued Sept. 23, 1882, to Geo. Chaffey, Jr., and W. B. Chaffey, for the fractional northeast quarter of section 5, township 1 south, range 6 west, S. B. M., 167 acres. Agreed purchase price, $584.50. Purchase price paid, $584.50; interest paid, $———. Deed issued Oct. 5, 1882, to Geo. Chaffey, Jr., and W. B. Chaffey. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 167 acres of land described above.

Contract No. 6,073.

Issued Nov. 22, 1886, to P. J. Stockman, for the fractional northwest quarter of section 5, township 1 south,

range 6 west, S. B. M., 175.27 acres. Agreed purchase price, $1,752.70. Purchase price paid, $1,752.70; interest paid, $414.79. Deed issued ————————, to ————————. Present owner of contract, Mathew Byrne. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 5,728.

Issued June 25, 1886, to W. Taylour English, for lots 12 and 13 of section 5, township 1 south, range 6 west, S. B. M., 81.64 acres. Agreed purchase price, $816.40. Purchase price paid, $163.28; interest paid, $457.10. Deed issued ————————, to ————————. Present owner of contract, Mrs. H. J. English. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 5,871.

Issued Aug. 24, 1886, to N. B. Bradley and H. M. Loud, for the west half of the southeast quarter of section 5, township 1 south, range 6 west, S. B. M., 81.18 acres. Agreed purchase price, $811.80. Purchase price paid, $162.36; interest paid, $454.60. Deed issued ————————, to ————————. Present owner of contract, N. B. Bradley and H. M. Loud. Patent No. ———. Issued ————————, for ———acres of land described above.

Contract No. 5,872.

Issued Aug. 24, 1886, to N. B. Bradley and H. M. Loud, for the fractional southwest quarter of section 5, township 1 south, range 6 west, S. B. M., 160.94 acres. Agreed purchase price, $1,609.40. Purchase price paid, $321.88;

interest paid, $901.20. Deed issued ————, to ————. Present owner of contract, N. B. Bradley and H. M. Loud. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 5,372.

Issued Feb. 26, 1886, to Chas. W. Smith, for the east half of section 7; the west half of the northwest quarter and the west half of the southwest quarter of section 17; the northwest quarter and the east half of section 19, township 1 south, range 6 west, S. B. M., 946.83 acres. Agreed purchase price, $8,668.30. Purchase price paid, $8,668.30; interest paid, $3,221.27. Deed issued Oct. 17, 1892, to Charles W. Smith for the northwest quarter and the east half of section 19. Present owner of contract, Chas. W. Smith, for the east half of section 7; the west half of the northwest quarter and the west half of the southwest quarter of section 17. Patent No. 18. Issued Oct. 7, 1891, for 466.83 acres of land described above.

Contract No. 5,248.

Issued Jan. 27, 1886, to Hugh T. McCrabbe, for the fractional northwest quarter of section 7, township 1 south, range 6 west, S. B. M., 153.20 acres. Agreed purchase price, $1,532. Purchase price paid, $306.40; interest paid, $686.32. Deed issued ————, to ————. Present owner of contract, John Weber, administrator for estate of Harriet Shaw, deceased. Patent No. ———. Issued ————, for ———acres of land described above.

Contract No. 5,249.

Issued Jan. 27, 1886, to Hugh T. McCrabbe, for the fractional southwest quarter of section 7, township 1 south, range 6 west, S. B. M., 151.60 acres. Agreed purchase price, $1,516. Purchase price paid, $302.20; interest paid, $679.12. Deed issued ———, to ———. Present owner of contract, John Weber, administrator of estate of Harriet Shaw, deceased. Patent No. ———. Issued ———, for ———acres of land described above.

Contract No. 2,627.

Issued Dec. 20, 1882, to George Chaffey, Jr., and W. B. Chaffey, for the northwest quarter of section 9, township 1 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid, $153.06. Deed issued July 18, 1887, to George Chaffey, Jr., and W. B. Chaffey. Present owner of contract, ———. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 5,448.

Issued March 15, 1886, to George W. Sessions, for the northeast quarter of the northeast quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ———, to ———. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 5,449.

Issued March 15, 1886, to George W. Sessions, for the northwest quarter of the northeast quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————————, to ————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————————, for —— acres of land described above.

Contract No. 5,450.

Issued March 15, 1886, to George W. Sessions, for the southeast quarter of the northeast quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————————, to ————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————————, for —— acres of land described above.

Contract No. 5,451.

Issued March 15, 1886, to George W. Sessions, for the southwest quarter of the northeast quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————————, to ————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————————, for —— acres of land described above.

Contract No. 5,452.

Issued March 15, 1886, to George W. Sessions, for the northeast quarter of the northwest quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————, to ————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 5,453.

Issued March 15, 1886, to George W. Sessions, for the southeast quarter of the northwest quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————, to ————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 5,429.

Issued March 10, 1886, to George W. Sessions, for the northeast quarter of the southeast quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————, to ————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 5,430.

Issued March 10, 1886, to George W. Sessions, for the northwest quarter of the southeast quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————————, to ————————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————————, for —— acres of land described above.

Contract No. 5,431.

Issued March 10, 1886, to George W. Sessions, for the southeast quarter of the southeast quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————————, to ————————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————————, for —— acres of land described above.

Contract No. 5,432.

Issued March 10, 1886, to George W. Sessions, for the southwest quarter of the southeast quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ————————, to ————————. Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————————, for —— acres of land described above.

Contract No. 5,433.

Issued March 10, 1886, to George W. Sessions, for the northeast quarter of the southwest quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest Present owner of contract, Etiwanda Improvement Co. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 5,434.

Issued March 10, 1886, to George W. Sessions, for the southeast quarter of the southwest quarter of section 17, township 1 south, range 6 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $156.80. Deed issued ———————— to ————————. Present owner of contract, Etiwanda Improvement Company. Patent No. —. Issued ————————, for ——— acres of land described above.

Contract No. 10,432.

Issued Sept. 1, 1890, to C. W. Smith, for fractional southwest quarter of section 19, township 1 south, range 6 west, S. B. M., 144.81 acres. Agreed purchase price, $1,086.07. Purchase price paid, $1,086.07; interest paid, $34.22. Deed issued March 26, 1891, to C. W. Smith. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 144.81 acres of land described above.

Contract No. 3,178.

Issued Feb. 13, 1884, to George D. Rowan and Hugh L. Macneil, for the northwest quarter of section 29, township 1 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $560. Purchase price paid, $560; interest paid, $60.10. Deed issued Jan. 16, 1886, to Ivory Bean. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,181.

Issued Feb. 15, 1884, to Daniel Desmond and William Thorpe, for the southwest quarter of the northwest quarter and the west half of the southwest quarter of section 31, township 1 south, range 6 west, S. B. M., 94.44 acres. Agreed purchase price, $267.90. Purchase price paid, $267.90; interest paid, $48.13. Deed issued May 19, 1887, to Joseph Mullaly and William Thorpe. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 94.44 acres of land described above.

Contract No. 5,862.

Issued Aug. 18, 1886, to William Declez, for the northwest quarter of section 35, township 1 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $520. Purchase price paid, $520; interest paid, $73.30. Deed issued Feb. 19, 1889, to William Declez. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 6,312.

Issued Feb. 9, 1887, to William Declez, for the northeast quarter of section 35, township 1 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $44.80. Deed issued Feb. 18, 1889, to William Declez. Present owner of contract, ————. Patent No. 11. Issued Oct. 26, 1888, for 160 acres of land described above.

Contract No. 6,313.

Issued Feb. 9, 1887, to William Declez, for the southeast quarter of section 35, township 1 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $44.80. Deed issued Feb. 19, 1889, to William Declez. Present owner of contract, ————. Patent No. 11. Issued Oct. 26, 1888, for 160 acres of land described above.

Contract No. 6,314.

Issued Feb. 9, 1887, to William Declez, for the southwest quarter of section 35, township 1 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $44.80. Deed issued Feb. 19, 1889, to William Declez. Present owner of contract, ————. Patent No. 11. Issued Oct. 26, 1888, for 160 acres of land described above.

Contract No. 11,201.

Issued Sept. 7, 1892, to C. F. Heinzeman, for fractional west half of the northeast quarter of the northeast quar-

ter of section 1, township 1 south, range 7 west, S. B. M., 20.06 acres. Agreed purchase price, $135.45. Purchase price paid, $135.45; interest paid, $——. Quitclaim deed issued Sept. 8, 1892, to C. F. Heinzeman. Present owner of contract, ——————. Patent No. —. Issued ——— ———, for ——— acres of land described above.

Contract No. 11,076.

Issued Feb. 26, 1892, to William Pridham, for the west half of lot 2 of the northeast quarter, the east half of the east half of lot 2 of the northwest quarter, the west half of the west half of lot 2 of the northwest quarter of section 1, township 1 south, range 7 west, S. B. M., 81.08 acres. Agreed purchase price, $547.29. Purchase price paid, $547.29; interest paid, $——. Quitclaim deed issued March 14, 1892, to William Pridham. Present owner of contract, ——————. Patent No. —. Issued ——— ———, for ——— acres of land described above.

Contract No. 11,077.

Issued Feb. 26, 1892, to L. L. Ward, for the north half of the northwest quarter of the southeast quarter of section 1, township 1 south, range 7 west, S. B. M., 20 acres. Agreed purchase price, $135. Purchase price paid, $135; interest paid, $——. Quitclaim deed issued March 14, 1892, to L. L. Ward. Present owner of contract, ——— ———. Patent No. —. Issued ——————, for ——— acres of land described above.

Contract No. 11,081.

Issued March 8, 1892, to M. C. Hamer, for the south half of the northwest quarter of the southeast quarter of section 1, township 1 south, range 7 west, S. B. M., 20 acres. Agreed purchase price, $135. Purchase price paid, $135; interest paid, $——. Quitclaim deed issued March 14, 1892, to M. C. Hamer. Present owner of contract, ——— ———. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 2,833.

Issued September 13, 1883, to J. S. Slauson, for all fractional section 7, all of section 17 and all fractional 19, township 1 south, range 7 west, S. B. M., 1,757.68 acres. Agreed purchase price, $4,393.20. Purchase price paid, $4,393.20; interest paid, $——. Quitclaim deed issued Sept. 21, 1883, to J. S. Slauson. Present owner of contract, ————. Patent No. —. Issued ————, for ——— acres of land described above.

Contract No. 10,413.

Issued Aug. 25, 1890, to Mary F. Lynch, for the southwest quarter of the southeast quarter of section 8, township 1 south, range 7 west, S. B. M., 40 acres. Agreed purchase price, $250. Purchase price paid, $250; interest paid, $——. Deed issued June 27, 1892, to Mary F. Lynch. Present owner of contract, ————. Patent No. 24. Issued June 16, 1892, for 40 acres of land described above. Selected under act of June 22, 1874, in lieu of the southwest quarter of the northwest quarter of section 35,

township 4 south, range 6 west, S. B. M. Abandoned by the company in favor of Josefa Montalva de Serrano.

Contract No. 2,338.

Issued June 30, 1882, to M. L. Wicks, for the north half of section 21, township 1 south, range 7 west, S. B. M., 320 acres. Agreed purchase price, $1,400. Purchase price paid, $1,400; interest paid, $397.44. Deed issued Aug. 8, 1887, to Pomona Land and Water Company. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 320 acres of land described above.

Contract No. 2,319.

Issued May 18, 1882, to M. L. Wicks, for the south half of section 21, the northwest quarter of section 27, the north half of the north half of the southeast quarter, the northeast quarter of the southwest quarter, lots 2, 3 and 4 of section 29, township 1 south, range 7 west, S. B. M., 939.80 acres. Agreed purchase price, $4,499. Purchase price paid, $4,499; interest paid, $1,144.92. Deed issued Nov. 18, 1886, to Pomona Land and Water Company. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 939.80 acres of land described above.

Contract No. 2,425.

Issued September 29, 1882, to John Archibald, for the northwest quarter of the northwest quarter of section 23, township 1 south, range 7 west, S. B. M., 40 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $——. Deed issued Oct. 5, 1882, to John Archibald.

Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,339.

Issued June 30, 1882, to Robert Strong, for the southwest quarter of section 27, township 1 south, range 7 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $134.40. Deed issued June 30, 1885, to Edward E. Perley. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,837.

Issued Sept. 17, 1883, to C. Newman, for the northwest quarter of the northeast quarter, the northeast quarter of the northwest quarter and lot 1 of the northwest quarter of section 33, township 1 south, range 7 west, S. B. M., 96 acres. Agreed purchase price, $576. Purchase price paid, $576; interest paid, $163.29. Deed issued Oct. 17, 1888, to James Luckenbach. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 96 acres of land described above.

Contract No. 2,848.

Issued Sept. 25, 1883, to C. Newman, for the northeast quarter of the northeast quarter and the southeast quarter of the northwest quarter of section 33, township 1 south, range 7 west, S. B. M., 80 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $59.96. Deed issued Dec. 29, 1885, to C. Newman. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 2,847.

Issued Sept. 25, 1883, to O. J. Newman, for the north half of the southeast quarter and the south half of the northeast quarter of section 33, township 1 south, range 7 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $270.88. Deed issued Oct. 17, 1888, to James S. Luckenbach. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,846.

Issued Sept. 25, 1883, to W. W. Soper, for the south half of the southeast quarter and the east half of the southwest quarter of section 33, township 1 south, range 7 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $270.88. Deed issued Oct. 17, 1888, to James S. Luckenbach. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,997.

Issued Dec. 31, 1883, to Milton Santee, for lots 2, 3 and 4 of section 33, township 1 south, range 7 west, S. B. M., 48 acres. Agreed purchase price, $288. Purchase price paid, $288; interest paid, $60.32. Deed issued Nov. 17, 1887, to C. Cabot. Present owner of contract, ———— ——. Patent No. 2. Issued April 4, 1879, for 48 acres of land described above.

Contract No. 4,658.

Issued June 8, 1885, to J. E. Wilshire, for the northeast quarter, the north half of the northwest quarter, the southeast quarter of the northwest quarter of section 1, township 2 south, range 1 west, S. B. M., 281.34 acres. Agreed purchase price, $562.68. Purchase price paid, $562.68; interest paid, $156.25. Deed issued March 18, 1892, to J. E. Wilshire. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 281.34 acres of land described above.

Contract No. 4,657.

Issued June 8, 1885, to C. W. Butler, for the southwest quarter of the northwest quarter of section 1, township 2 south, range 1 west, S. B. M., 39.61 acres. Agreed purchase price, $79.22. Purchase price paid, $79.22; interest paid, $——. Deed issued March 10, 1892, to Mrs. Louisa Butler. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 39.61 acres of land described above.

Contract No. 4,660.

Issued June 8, 1885, to J. H. Dixon, for the south half of section 1, township 2 south, range 1 west, S. B. M., 313.76 acres. Agreed purchase price, $470.64 Purchase price paid, $470.64; interest paid, $216.58. Deed issued Sept. 26, 1893, to A. H. Judson. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 313.76 acres of land described above.

Contract No. 5,272.

Issued Jan. 29, 1886, to Warren B. Josselyn, for the southwest quarter of the southeast quarter of section 5, township 2 south, range 1 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $20; interest paid, $5.60. Deed issued ———— to ————. Present owner of contract, Warren B. Josselyn. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 5,293.

Issued Feb. 8, 1886, to G. A. Atwood, for the northeast quarter of the northeast quarter of section 7, township 2 south, range 1 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $28. Deed issued Feb. 14, 1891, to G. A. Atwood. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 2,648.

Issued Jan. 22, 1883, to E. J. Thomas, for the east half of the southeast quarter of section 7, and the northwest quarter of section 17, township 2 south, range 1 west, S. B. M., 240 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid, $———. Deed issued Jan. 26, 1883, to E. J. Thomas. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 240 acres of land described above.

Contract No. 4,596.

Issued May 11, 1885, to Howard Bledsoe, for the north half of the northwest quarter of section 9, township 2

south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $27.15. Deed issued Jan. 31, 1888, to Howard Bledsoe. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,012.

Issued Jan. 4, 1884, to H. J. Stevenson, for the southeast quarter of section 9, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $800. Purchase price paid, $800; interest paid, $265.43. Deed issued Dec. 11, 1889, to Wm. Dryden. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,409.

Issued April 9, 1884, to H. J. Stevenson, for the southeast quarter of the southwest quarter of section 9, township 2 south, range 1 west, S. B. M., 40 acres. Agreed purchase price, $110. Purchase price paid, $110; interest paid, $34.91. Deed issued Dec. 11, 1889, to Wm. Dryden. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 10,887.

Issued Oct. 14, 1891, to Max Goldberg, for the west half of the southwest quarter of section 9, township 2 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $400. Purchase price paid, $80; interest paid, $44.80. Deed issued ————————, to ————————. Present

owner of contract, Max Goldberg. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,662.

Issued June 8, 1885, to H. J. Stevenson, for all the fractional section 11, township 2 south, range 1 west, S. B. M., 612.92 acres. Agreed purchase price, $612.92. Purchase price paid, $612.92; interest paid, $68.64. Deed issued March 28, 1892, to A. H. Judson. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 612.92 acres of land described above.

Contract No. 9,346.

Issued Feb. 11, 1888, to Warren Hibbard, for the fractional northeast quarter of section 13, township 2 south, range 1 west, S. B. M., 154.74 acres. Agreed purchase price, $77.37. Purchase price paid, $77.37; interest paid, $32.61. Deed issued Aug. 28, 1895, to Horace A. Bunce and Hattie S. Bunce. Present owner of contract, ———. Patent No. 25. Issued Aug. 15, 1894, for 154.74 acres of land described above.

Contract No. 9,347.

Issued Feb. 11, 1888, to Warren Hibbard, for the northwest quarter of section 13, township 2 south, range 1 west, S. B. M., 156.98 acres. Agreed purchase price, $78.49. Purchase price paid, $78.49; interest paid, $21.95. Deed issued Sept. 22, 1894, to Louisa W. Birdsall. Present owner of contract, ————————. Patent No. 25. Issued Aug. 15, 1894, for 156.98 acres of land described above.

Contract No. 9,348.

Issued Feb. 11, 1888, to Warren Hibbard, for the southeast quarter of section 13, township 2 south, range 1 west, S. B. M., 152.26 acres. Agreed purchase price, $76.13. Purchase price paid, $15.23; interest paid, $21.30. Deed issued ————, to ————. Present owner of contract, Caroline C. Mathewson. Patent No. 25. Issued Aug. 15, 1894, for 152.26 acres of land described above.

Contract No. 9,349.

Issued Feb. 11, 1888, to Warren Hibbard, for the fractional southwest quarter of section 13, township 2 south, range 1 west, S. B. M., 158.98 acres. Agreed purchase price, $79.49. Purchase price paid, $79.49; interest paid, $19.86. Deed issued Nov. 3, 1894, to Louisa W. Birdsall, undivided six-eighths; Serenah Craig, undivided one-eighth; Myra Deckes, undivided one-eighth. Present owner of contract, ————. Patent No. 25. Issued Aug. 15, 1894, for 158.98 acres of land described above.

Contract No. 11,294.

Issued July 12, 1893, to H. A. Unruh, for the southeast quarter of the northeast quarter, and the west half of the northeast quarter of section 15, township 2 south, range 1 west, S. B. M., 120 acres. Agreed purchase price, $300. Purchase price paid, $60; interest paid, $50.40. Deed issued ————, to ————. Present owner of contract, H. A. Unruh. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 2,704.

Issued Feb. 14, 1883, to Thomas Mellen, for the northeast quarter of the northeast quarter and the northwest quarter of the northwest quarter of section 15, township 2 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $76.30. Deed issued Dec. 11, 1889, to Wm. Dryden. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 9,338.

Issued Feb. 9, 1888, to Mrs. Helen M. Mellen, for the northeast quarter of the northwest quarter, and the south half of the northwest quarter of section 15, township 2 south, range 1 west, S. B. M., 120 acres. Agreed purchase price, $300. Purchase price paid, $100; interest paid, $128.80. Deed issued ————————, to ————————. Present owner of contract Mrs. Helen M. Mellen. Patent No. 2. Issued April 4, 1879, for 120 acres of land described above.

Contract No. 9,183.

Issued Jan. 20, 1888, to Mrs. Mary M. Reynolds, for the southeast quarter of section 15, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $122.55. Deed issued Dec. 23, 1893, to A. B. Judkins. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,802.

Issued July 5, 1883, to James McCoy, for the southwest quarter of section 15, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $88.35. Deed issued June 30, 1887, to James McCoy. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 4,661.

Issued June 8, 1885, to J. McCoy, for the northeast quarter of section 21, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $134.40. Deed issued Sept. 2, 1892, to A. McCoy. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 2,467.

Issued Oct. 13, 1882, to J. C. Hannon, for the southeast quarter of section 21, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $640.00. Purchase price paid, $640.00; interest paid, $24.84. Deed issued June 22, 1883, to J. C. Hannon. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,468.

Issued Oct. 13, 1882, to Wm. F. Edgar, for the southwest quarter of section 21, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $440.00. Pur-

chase price paid, $440.00; interest paid, $1.14. Deed issued Oct. 28, 1882, to Wm. F. Edgar. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 4,602.

Issued May 11, 1885, to P. Potts, for the northeast quarter of section 23, township 2 south, range 1 west, S. B. M., 155.84 acres. Agreed purchase price, $77.92. Purchase price paid, $77.92; interest paid, $———. Deed issued June 6, 1892, to the Southern California Investment Co. Present owner of contract,————————. Patent No. 18. Issued Oct. 7, 1891, for 155.84 acres of land described above.

Contract No. 4,599.

Issued May 11, 1885, to J. C. Hannon and Jno. E. Jackson, for the southeast quarter of section 23, township 2 south, range 1 west, S. B. M., 158.72 acres. Agreed purchase price, $317.44. Purchase price paid, $317.44; interest paid, $136.23. Deed issued Jan. 17, 1893, to D. A. Scott. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 158.72 acres of land described above.

Contract No. 2,827.

Issued Sept. 3, 1883, to J. J. Deming, for the east half of the northwest quarter of section 23, township 2 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $47.94. Deed issued June 30, 1885, to A. H. Judson and P. Potts. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 1,010.

Issued Feb. 11, 1881, to Wm. F. Edgar, for the southwest quarter of the northwest quarter of section 23, township 2 south, range 1 west, S. B. M., 40 acres. Agreed purchase price, $100.00. Purchase price paid, $100.00; interest paid, $———. Deed issued Feb. 11, 1881, to Wm. F. Edgar. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 2,592.

Issued Nov. 23, 1882, to Horace J. Roberts, for the south half of the southwest quarter of section 23, township 2 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $210.00. Purchase price paid, $210.00; interest paid, $30.10. Deed issued June 30, 1885, to A. H. Judson and P. Potts. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,597.

Issued May 11, 1885, to J. C. Hannon and Jno. E. Jackson, for the west half of the northwest quarter of section 25, township 2 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $560.00. Purchase price paid, $560.00; interest paid, $241.89. Deed issued Jan. 17, 1893, to D. A. Scott. Present owner of conctract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 4,598.

Issued May 11, 1895, to J. C. Hannon and Jno. E. Jackson, for the east half of the northwest quarter of section

25, township 2 south, range 1 west, S. B. M., 80 acres. Agreed purchase price, $280.00. Purchase price paid, $280.00; interest paid, $120.21. Deed issued Jan. 17, 1893, to D. A. Scott. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 4,600.

Issued May 11, 1885, to San Gorgonio Land & Water Co., for the east half of section 25, township 2 south, range 1 west, S. B. M., 310.40 acres. Agreed purchase price, $1,371.00. Purchase price paid, $1,371.00; interest paid, $539.20. Deed issued May 23, 1892, to A. H. Judson. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 310.40 acres of land described above.

Contract No. 2,969.

Issued Dec. 22, 1883, to A. J. Viele, for the southwest quarter of section 27, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $95.20. Deed issued ————, to ————. Present owner of contract, George Leslie. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,473.

Issued Oct. 13, 1882, to J. C. Hannon, for the south half of the northeast quarter, and the south half of section 29, and the northwest quarter of section 33, township 2 south, range 1 west, S. B. M., 560 acres. Agreed purchase price, $1,860.00. Purchase price paid, $1,860.00; interest

paid, $206.99. Deed issued Oct. 13, 1884, to J. C. Hannon. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 560 acres of land described above.

Contract No. 2,740.

Issued April 2, 1883, to Mrs. Mattie W. McCoy, for the northeast quarter of section 31, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $226.25. Deed issued May 1, 1888, to Mrs. Mattie W. McCoy. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,758.

Issued April 25, 1883, to Ann Singleton, Wm. Singleton and Ann Haskell, for the southeast quarter, and the west half of section 31, township 2 south, range 1 west, S. B. M., 491.20 acres. Agreed purchase price, $2,456.00. Purchase price paid, $2,456.00; interest paid, $————. Deed issued July 19, 1883, to Ann Singleton, Wm. Singleton and Ann Haskell. Present owner of contract, ———— ————. Patent No. 2. Issued April 4, 1879, for 491.20 acres of land described above.

Contract No. 2,591.

Issued Nov. 23, 1882, to Frank Monaghan and B. G. Balcom, for the northeast quarter of section 33, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $115.74. Deed issued June 20, 1887, to Frank Monaghan and B. G. Balcom. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,894.

Issued Nov. 12, 1883, to E. Leedham, for the southeast half of section 33, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $89.60. Deed issued Nov. 17, 1885, to Noah Palmer. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 3,036.

Issued Jan. 12, 1884, to W. R. Standefer, for the southwest quarter of section 33, township 2 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $225.00. Deed issued Feb. 1, 1889, to A. H. Judson. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,364.

Issued Aug. 7, 1882, to B. W. Smith and Daniel A. Scott, for all of section 35, township 2 south, range 1 west, S. B. M., 640 acres. Agreed purchase price, $3,200.00. Purchase price paid, $3,200.00; interest paid, $896.00. Deed issued Aug. 8, 1887, to Daniel A. Scott. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 640 acres of land described above.

Contract No. 11,231.

Issued Oct. 22, 1892, to Frederick A. Thompson, for the northeast quarter of section 7, township 2 south, range 2 west, S. B. M., 164.22 acres. Agreed purchase price,

$821.10. Purchase price paid, $821.10; interest paid, $——. Deed issued Oct. 18, 1894, to Elizabeth J. Thompson. Present owner of contract, ——————. Patent No. 25. Issued Aug. 15, 1894, for 164.22 acres of land described above.

Contract No. 11,230.

Issued Oct. 22, 1892, to John Swift, for the northwest quarter of section 7, township 2 south, range 2 west S. B. M., 173.67 acres. Agreed purchase price, $868.35. Purchase price paid, $173.67; interest paid, $48.63. Deed issued ——————, to ——————. Present owner of contract, John Swift and Jennie Swift. Patent No. 25. Issued Aug. 15, 1894, for 173.67 acres of land described above.

Contract No. 10,078.

Issued April 26, 1889, to Drury Melone, for lots 1, 2 and 3 of section 7, township 2 south, range 2 west, S. B. M., 124.05 acres. Agreed purchase price, $1,240.50. Purchase price paid, $1,240.50; interest paid; $——. Quitclaim deed issued May 9, 1889, to Drury Melone. Present owner of contract, ——————. Patent No. ——. Issued ——————, for ——— acres of land described above.

Contract No. 9,576.

Issued May 7, 1888, to Felix Lalanne and Joseph Ganchon, for lots 4, 5, 6, 7 and 8 of section 7, township 2 south, range 2 west, S. B. M., 212.35 acres. Agreed purchase price, $1,061.75. Purchase price paid, $212.35; interest paid, $59.45. Deed issued ———, to ——————.

Present owner of contract, Felix Lalanne and Joseph Ganchon. Patent No. 18. Issued Oct. 7, 1891, for 212.35 acres of land described above.

Contract No. 9,575.

Issued May 5, 1888, to W. E. Sibley and C. A. Sanborn, for the northwest quarter of section 15, township 2 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $1,200.00. Purchase price paid, $1,200.00; interest paid, $439.60. Deed issued July 2, 1895, to Mrs. Clara H. French. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 11,196.

Issued Aug. 6, 1892, to O. Newburg, for the south half of the northeast quarter of section 15, township 2 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $179.20. Deed issued ————, to ————. Present owner of contract, O. Newburg. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 10,714.

Issued April 9, 1891, to H. V. Carter, for lots 1, 2, 7 and 8 of section 17, township 2 south, range 2 west, S. B. M., 155.30 acres. Agreed purchase price, $388.25. Purchase price paid, $388.25; interest paid, $16.92. Deed issued July 12, 1893, to H. V. Carter. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 155.30 acres of land described above.

Contract No. 10,715.

Issued April 9, 1891, to W. L. Jackson, for lots 3 and 4 of section 17, township 2 south, range 2 west, S. B. M., 74.13 acres. Agreed purchase price, $185.32. Purchase price paid, $37.06; interest paid, $20.76. Deed issued ————, to ————. Present owner of contract, L. B. Palmer. Patent No. 18. Issued Oct. 7, 1891, for 74.13 acres of land described above.

Contract No. 10,716.

Issued April 9, 1891, to S. A. Garrett, for lots 5 and 6 of section 7, township 2 south, range 2 west, S. B. M., 76.47 acres. Agreed purchase price, $191.17. Purchase price paid, $38.24; interest paid, $32.10. Deed issued ————, to ————. Present owner of contract, Hiram Leithead. Patent No. 18. Issued Oct. 7, 1891, for 76.47 acres of land described above.

Contract No. 10,717.

Issued April 9, 1891, to Ferdinand Wheeler, for the southeast quarter of section 17, township 2 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $112.00. Deed issued May 2, 1896, to Henry Mietzsch. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 10,718.

Issued April 9, 1891, to Mrs. Susan M. Wheeler, for the southwest quarter of section 17, township 2 south, range 2 west, S. B. M., 160 acres. Agreed purchase price,

$400.00. Purchase price paid, $80.00; interest paid, $44.80. Deed issued ————, to ————. Present owner of contract, Fred Wheeler. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 5,898.

Issued Sept. 10, 1886, to George M. Frink and Jacob W. Stwart, for the northwest quarter of the southeast quarter of section 19, township 2 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $19.30. Deed issued July 19, 1887, to George M. Frink and Jacob W. Stwart. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 5,899.

Issued Sept. 10, 1886, to George M. Frink and Jacob W. Stwart, for the southeast quarter of the northwest quarter of section 19, township 2 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $19.30. Deed issued July 19, 1887, to George M. Frink and Jacob W. Stwart. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 5,900.

Issued Sept. 10, 1886, to George M. Frink and Jacob W. Stwart, for the southwest quarter of the northwest quarter of section 19, township 2 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $19.30. Deed issued July 19,

1887, to George M. Frink and Jacob W. Stwart. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 5,901.

Issued Sept. 10, 1886, to George M. Frink and Jacob W. Stwart, for the northwest quarter of the northwest quarter of section 19, township 2 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $9.65. Deed issued July 19, 1887, to George M. Frink and Jacob W. Stwart. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 5,902.

Issued Sept. 10, 1886, to George M. Frink and Jacob W. Stwart, for the northeast quarter of the southwest quarter of section 19, township 2 south, range 2 west, S. B. M., 40 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $19.30. Deed issued July 19, 1887, to George M. Frink and Jacob W. Stwart. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 9,574.

Issued May 5, 1888, to W. E. Sibley, for the northeast quarter of section 23, township 2 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $2,400.00. Purchase price paid, $2,400.00; interest paid, $765.30. Deed issued May 7, 1894, to Mary A. Kingsbury, executrix estate of Charles A. Kingsbury. Present owner of contract,

————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 4,514.

Issued April 8, 1885, to F. Hawkes, for the north half of the northeast quarter of section 29, township 2 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $156.80. Deed issued ———————— to ————————. Present owner of contract, F. Hawkes. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 6,913.

Issued April 8, 1887, to Edward G. Judson and Frank E. Brown, for the northeast quarter of section 1, township 2 south, range 3 west, S. B. M., 164.50 acres. Agreed purchase price, $411.25. Purchase price paid, $411.25; interest paid, $116.11. Deed issued May 16, 1892, to Edward G. Judson and Frank E. Brown. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 164.50 acres of land described above.

Contract No. 5,905.

Issued Sept. 11, 1886, to Harry H. Ford, for the northwest quarter of section 1, township 2 south, range 3 west, S. B. M., 173.50 acres. Agreed purchase price, $433.75. Purchase price paid, $433.75; interest paid, $37.83. Deed issued May 7, 1888, to Harry H. Ford. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 173.50 acres of land described above.

Contract No. 6,743.

Issued April 15, 1887, to Harry H. Ford, Isaac Ford and Arthur Ross, for the southeast quarter of section 1, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid $112.00. Deed issued April 25, 1892, to Harry H. Ford, Isaac Ford and Arthur Ross. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 6,744.

Issued April 15, 1887, to Arthur Ross, for the southwest quarter of section 1, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $509.20. Deed issued Mar. 17, 1892, to Arthur Ross. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 2,515.

Issued Oct. 24, 1882, to F. E. Brown and E. G. Judson, for the north half of the northeast quarter of section 3, township 2 south, range 3 west, S. B. M., 98.01. Agreed purchase price, $245.02. Purchase price paid, $245.02; interest paid, $69.85. Deed issued Dec. 3, 1887, to F. E. Brown and E. G. Judson. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 98.01 acres of land described above.

Contract No. 6,307.

Issued Feb. 7, 1887, to John D. Cooke, for the south half of the northeast quarter of section 3, township 2 south,

range 3 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $25.85. Deed issued June 3, 1889, to E. G. Judson and F. E. Brown. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 80 acres of land described above.

Contract No. 1,213.

Issued Sept. 20, 1881, to F. E. Brown, for the north half of the northwest quarter of section 3, township 2 south, range 3 west, S. B. M., 98.03 acres. Agreed purchase price, $245.07. Purchase price paid, $245.07; interest paid, $———. Deed issued Nov. 3, 1888, to F. E. Brown. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 98.03 acres of land described above.

Contract No. 1,214.

Issued Sept. 20, 1881, to F. E. Brown, for the south half of the northwest quarter of section 3, township 2 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $58.17. Deed issued Dec. 22, 1886, to F. E. Brown. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 9,940.

Issued Oct. 15, 1888, to Dwight D. Johnson, for the southeast quarter of section 3, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $320.00. Purchase price paid, $320.00; interest paid, $37.34. Deed issued Jan. 8, 1892, to Dwight D. Johnson. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,773.

Issued April 18, 1887, to E. G. Judson and F. E. Brown, for the east half of the southwest quarter of section 3, township 2 south, range 3 west, S. B. M., 80 acres. Agreed purchase price, $300.00. Purchase price paid, $300.00; interest paid, $178.20. Deed issued Dec. 29, 1891, to E. G. Judson and F. E. Brown. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 80 acres of land described above.

Contract No. 3,186.

Issued Feb. 18, 1884, to Emile Vache and Theophile Vache, for the northeast quarter of section 5, township 2 south, range 3 west, S. B. M., 178 acres. Agreed purchase price, $812.50. Purchase price paid, $812.50; interest paid, $232.80. Deed issued April 4, 1889, to Emile Vache and Theophile Vache. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 178 acres of land described above.

Contract No. 9,928.

Issued Oct. 5, 1888, to W. D. Covington and B. P. Davis, for the northwest quarter and south half of section 5, township 2 south, range 3 west, S. B. M., 498.69. Agreed purchase price, $623.36. Purchase price paid, $181.72; interest paid, $254.00. Deed issued ———— to ———— ————. Present owner of contract, W. D. Covington and Mrs. Mary L. Covington. Patent No. 18. Issued Oct. 7, 1891, for 498.69 acres of land described above.

Contract No. 8,801.

Issued Dec. 2, 1887, to C. Behrendt and B. Guirado, for all of section 7, township 2 south, range 3 west, S. B. M., 669.26 acres. Agreed purchase price, $669.26. Purchase price paid, $669.26; interest paid, $144.76. Deed issued Dec. 2, 1891, to J. C. Willmon. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 669.26 acres of land described above.

Contract No. 9,931.

Issued Oct. 5, 1888, to B. P. Davis, for the northeast quarter of section 9, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $160.00. Purchase price paid, $160.00; interest paid, $64.97. Deed issued Jan. 20, 1896, to B. P. Davis. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 9,930.

Issued Oct. 5, 1888, to W. D. Covington, for the northwest quarter of section 9, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $160.00. Purchase price paid, $32.00; interest paid, $62.72. Deed issued ———— to ————. Present owner of contract, W. D. Covington. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 9,929.

Issued Oct. 5, 1888, to P. H. Covington, for the south half of section 9, township 2 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $320.00. Purchase

price paid, $64.00; interest paid, $143.36. Deed issued ———— to ————. Present owner of contract, P. H. Covington. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 10,692.

Issued Feb. 2, 1891, to Myron A. Clark, for the northeast quarter of section 11, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ———— to ————. Present owner of contract, Myron A. Clark. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,693.

Issued Feb. 2, 1891, to Myron A. Clark, for the northwest quarter of section 11, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ———— to ————. Present owner of contract, Myron A. Clark. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,694.

Issued Feb. 2, 1891, to Myron A. Clark, for the southeast quarter of section 11, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $22.40. Deed issued ———— to ————. Present owner of contract, Myron A. Clark. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 3,375.

Issued Mar. 29, 1884, to Frank Ficke and Ernst Martin, for lots one and two, section 13, township 2 south, range 3 west, S. B. M., 79.41 acres. Agreed purchase price, $992.62. Purchase price paid, $992.62; interest paid, $1.83. Deed issued April 18, 1884, to Frank Ficke and Ernst Martin. Present owner of contract, ———. Patent No. 2. Issued April 4, 1879, for 79.71 acres of land described above.

Contract No. 10,705.

Issued Mar. 6, 1891, to Mrs. Ada Schenck Jackson, for lots five and six of section 13, township 2 south, range 3 west, S. B. M., 79.68 acres. Agreed purchase price, $199.20. Purchase price paid, $39.84; interest paid, $11.16. Deed issued ——— to ———. Present owner of contract, Mrs. Ada Schenck Jackson. Patent No. 2. Issued April 4, 1879, for 79.68 acres of land described above.

Contract No. 10,706.

Issued Mar. 6, 1891, to Mrs. Ada Schenck Jackson, for lots seven and eight of section 13, township 2 south, range 3 west, S. B. M., 79.52 acres. Agreed purchase price, $198.80. Purchase price paid, $40.31; interest paid, $11.09. Deed issued ——— to ———. Present owner of contract, Mrs. Ada Schenck Jackson. Patent No. 2. Issued April 4, 1879, for 79.52 acres of land described above.

Contract No. 10,450.

Issued Sept. 20, 1890, to C. J. Monson, Jr., for lots nine, ten, fifteen, and sixteen, section 13, township 2 south,

range 3 west, S. B. M., 153.36 acres. Agreed purchase price, $383.40. Purchase price paid, $76.68; interest paid, $64.41. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 2. Issued April 4, 1879, for 153.36 acres of land described above.

Contract No. 3,576.

Issued May 19, 1884, to B. E. Miles, for lots eleven, twelve, thirteen, and fourteen, section 13, township 2 south, range 3 west, S. B. M., 157.70 acres. Agreed purchase price, $394.25. Purchase price paid, $394.25; interest paid, $94.71. Deed issued Sept. 6, 1888, to B. E. Miles and Wm. Lacy. Present owner of contract, ———. Patent No. 2. Issued April 4, 1879, for 157.70 acres of land described above.

Contract No. 11,279.

Issued April 13, 1893, to J. C. Willmon, for all of section 15, township 2 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $181.60. Deed issued April 26, 1895, to J. C. Willmon. Present owner of contract, ———. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 8,802.

Issued Dec. 2, 1887, to C. Behrendt and B. Guirado, for all of section 17, township 2 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $306.80. Deed issued Oct. 18, 1894, to J. C. Willmon. Present owner of

contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 8,803.

Issued Dec. 2, 1887, to C. Behrendt and B. Guirado, for all of section 21, township 2 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $1,280.00. Purchase price paid, $1,280.00; interest paid, $383.48. Deed issued April 11, 1893, to Alfred H. Smiley. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 10,451.

Issued Sept. 20, 1890, to C. J. Monson, Jr., for the northeast quarter of section 25, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———————— to ————————. Present owner of contract, Bear Valley Irrigation Co. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,452.

Issued Sept. 20, 1890, to C. J. Monson, Jr., for the northwest quarter of section 25, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———————— to ————————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,453.

Issued Sept. 20, 1890, to C. J. Monson, Jr., for the southeast quarter of section 25, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 10,454.

Issued Sept. 20, 1890, to C. J. Monson, Jr., for the southwest quarter of section 25, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 9,932.

Issued Oct. 2, 1888, to Orson Van Leuven, for all of section 27, township 2 south, range 3 west, S. B. M., 640 acres. Agreed purchase price, $640.00. Purchase price paid, $128.00; interest paid, $286.72. Deed issued ———— to ————. Present owner of contract, Orson Van Leuven. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 8,391.

Issued Sept. 23, 1887, to Louis M. Dinkelspiel, for the southwest quarter of section 29, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price,

$400.00. Purchase price paid, $400.00; interest paid, $87.75. Deed issued Dec. 2, 1891, to Anson F. Cornell. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 4,464.

Issued Mar. 20, 1885, to A. F. Cornell, for the northeast quarter of section 31, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $440.00. Purchase price paid, $440.00; interest paid, $193.01. Deed issued Jan. 30, 1893, to George H. Crafts. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 4,465.

Issued Mar. 20, 1885, to A. F. Cornell, for the northwest quarter of section 31, township 2 south, range 3 west, S. B. M., 158.80 acres. Agreed purchase price, $436.70. Purchase price paid, $436.70; interest paid, $191.52. Deed issued Jan. 30, 1893, to Geo. H. Crafts. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 158.80 acres of land described above.

Contract No. 4,466.

Issued Mar. 20, 1885, to A. F. Cornell, for the southeast quarter of section 31, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $440.00. Purchase price paid, $400.00; interest paid, $193.01. Deed issued Jan. 30, 1893, to Geo. H. Crafts. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 4,467.

Issued Mar. 20, 1885, to A. F. Cornell, for the southwest quarter of section 31, township 2 south, range 3 west, S. B. M., 159.60 acres. Agreed purchase price, $438.90. Purchase price paid, $438.90; interest paid, $192.46. Deed issued Jan. 30, 1893, to George H. Crafts. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 159.60 acres of land described above.

Contract No. 6,283.

Issued Jan. 21, 1887, to Chas. F. Smurr and Jno. R. Smurr, for the north half and southeast quarter of section 33, township 2 south, range 3 west, S. B. M., 480 acres. Agreed purchase price, $480.00. Purchase price paid, $480.00; interest paid, $188.91. Deed issued Feb. 5, 1894, to Chas. F. Smurr and Jno. R. Smurr. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 480 acres of land described above.

Contract No. 6,284.

Issued Jan. 21, 1887, to Chas. F. Smurr and Jno. R. Smurr, for the southwest quarter of section 33, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $160.00. Purchase price paid, $160.00; interest paid, $62.97. Deed issued Feb. 5, 1894, to Chas. F. Smurr and Jno. R. Smurr. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 10,260.

Issued Mar. 21, 1890, to James Graham, for the northeast quarter of section 35, township 2 south, range 3 west,

S. B. M., 160 acres. Agreed purchase price, $1,920.00. Purchase price paid, $384.00; interest paid, $430.08. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 26. Issued Nov. 27, 1894, for 160 acres of land described above.

Contract No. 10,261.

Issued Mar. 21, 1890, to James Graham, for the northwest quarter of section 35, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $1,120.00. Purchase price paid, $224.00; interest paid, $250.88. Deed issued ———— to ———— Present owner of contract, Bear Valley Irrigation Company. Patent No. 26. Issued Nov. 27, 1894, for 160 acres of land described above.

Contract No. 10,262.

Issued Mar. 21, 1890, to James Graham, for the southeast quarter of section 35, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $2,400.00. Purchase price paid, $480.00; interest paid, $537.60. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 26. Issued Nov. 27, 1894, for 160 acres of land described above.

Contract No. 10,263.

Issued Mar. 21, 1890, to James Graham, for the southwest quarter of section 25, township 2 south, range 3 west, S. B. M., 160 acres. Agreed purchase price, $1,920.00. Purchase price paid, $384.00; interest paid, $430.08. Deed issued ———— to ————. Present owner of

contract, Bear Valley Irrigation Company. Patent No. 26. Issued Nov. 27, 1894, for 160 acres of land described above.

Contract No. 10,930.

Issued Nov. 30, 1891, to Ernest Waycock, for all of section 1, township 2 south, range 4 west, S. B. M., 673.80 acres. Agreed purchase price, $1,684.50. Purchase price paid, $336.90; interest paid, $94.33. Deed issued ——— ——— to ———. Present owner of contract, S. B. Wright. Patent No. 18. Issued Oct. 7, 1891, for 673.80 acres of land described above.

Contract No. 4,709.

Issued July 15, 1885, to H. G. Wilson and Gustav Sprecher, for the northeast quarter of the southeast quarter and the northeast quarter of section 3, township 2 south, range 4 west, S. B. M., 210.43 acres. Agreed purchase price, $1,157.36. Purchase price paid, $1,157.36; interest paid, $603.76. Deed issued May 2, 1896, to R. R. Herron. Present owner of contract, ———. Patent No. 6. Issued Dec. 27, 1883, for 210.43 acres of land described above.

Contract No. 4,858.

Issued Sept. 28, 1885, to E. B. Burr, for the northwest quarter of section 3, township 2 south, range 4 west, S. B. M., 168.41 acres. Agreed purchase price, $421.02. Purchase price paid, $421.02; interest paid, $187.23. Deed issued Mar. 19, 1896, to H. S. Bridge. Present owner of contract, ———. Patent No. 6. Issued Dec. 27, 1883, for 168.41 acres of land described above.

Contract No. 3,497.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the northeast quarter of section 5, township 2 south, range 4 west, S. B. M., 160.61 acres. Agreed purchase price, $1,606.10. Purchase price paid, $1,606.10; interest paid, $174.88. Deed issued April 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 160.61 acres of land described above.

Contract No. 3,498.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the northwest quarter of section 5, township 2 south, range 4 west, S. B. M., 158.70 acres. Agreed purchase price, $1,587.00. Purchase price paid, $1,587.00; interest paid, $172.80. Deed issued Apr. 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 158.70 acres of land described above.

Contract No. 3,499.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the southeast quarter of section 5, township 2 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $174.22. Deed issued Apr. 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,500.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the southwest quarter of section 5, township 2 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $174.22. Deed issued Apr. 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,501.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the northeast quarter of section 7, township 2 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $174.22. Deed issued Apr. 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,502.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the southeast quarter of section 7, township 2 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid, $174.22. Deed issued April 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,503.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the fractional west half of section 7, township 2 south, range 4 west, S. B. M., 188.21 acres. Agreed purchase price, $1,882.10. Purchase price paid, $1,882.10; interest paid, $204.92. Deed issued April 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 188.21 acres of land described above.

Contract No. 5,563.

Issued May 1, 1886, to John Sroufe, and Augustus J. Ranken, for the east half of the southwest quarter, and the east half of section 9, township 2 south, range 4 west, S. B. M., 400 acres. Agreed purchase price, $1,060. Purchase price paid, $1,060; interest paid, $229.19. Deed issued Jan. 7, 1892, to Augustus J. Ranken and Wm. Z. Tiffany. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 400 acres of land described above.

Contract No. 4,741.

Issued Aug. 7, 1885, to John A. Van Arsdale, for the northwest quarter of the northwest quarter of section 9, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $43.08. Deed issued Feb. 25, 1888, to John A. Van Arsdale. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 4,742.

Issued Aug. 7, 1885, to Joseph W. Dickenson, for the southwest quarter of the northwest quarter of section 9, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $126.35. Deed issued March 28, 1891, to M. A. Murphy. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 4,815.

Issued Sept. 7, 1885, to John A. Van Arsdale, for the northeast quarter of the northwest quarter of section 9, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $51.22. Deed issued Feb. 16, 1888, to Mrs. J. C. Van Arsdale. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 5,217.

Issued Jan. 14, 1886, to Charles A. Sankey, for the southeast quarter of the northwest quarter of section 9, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $13.70. Deed issued Sept. 22, 1886, to Chas. A. Sankey. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 5,210.

Issued Jan. 12, 1886, to Mrs. Mary J. Sankey, for the southwest quarter of the southwest quarter of section 9, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interst paid, $3.75. Deed issued March 23, 1896, to Mrs. Mary J. Sankey. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 4,827.

Issued Sept. 14, 1885, to W. S. Bullis, for the northwest quarter of the southwest quarter of section 9, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112. Deed issued Sept. 23, 1890, to Allen N. Little. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 4,708.

Issued July 15, 1885, to H. G. Wilson and Gustavus A. Sprecher, for all section 11, township 2 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $482.15; interest paid, $954.20. Deed issued ————, to ————. Present owner of contract, G. A. Sprecher. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 4,683.

Issued June 22, 1885, to Henry W. Robinson, for the south half of the northeast quarter of section 17, township

2 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $11.20. Deed issued Feb. 27, 1892, to Henry W. Robinson. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,504.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the north half of the northeast quarter of section 17, township 2 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid, $65.33. Deed issued April 23, 1886, to George M. Hippee and Samuel Merrill. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,505.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the southeast quarter of the northwest quarter of section 17, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $300. Purchase price paid, $300; interest paid, $32.66. Deed issued April 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ————————. Patent No. 9. Issued Jan. 9, 1885, for 40 acres of land described above.

Contract No. 3,506.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the north half of the northwest quarter and the south half of the northwest quarter, of section 17, town-

ship 2 south, range 4 west., S. B. M., 120 acres. Agreed purchase price, $900. Purchase price paid, $900; interest paid, $98. Deed issued April 23, 1886, to George M. Hippee and Samuel Merrill. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 120 acres of land described above.

Contract No. 7,922.

Issued Aug. 1, 1887, to T. H. Cole, for the south half of the southwest quarter and the southeast quarter of section 17, township 2 south, range 4 west, S. B. M., 240 acres. Agreed purchase price, $180. Purchase price paid, $180; interst paid, $17.64. Deed issued, ————, to ————————. Present owner of contract, T. H. Cole. Patent No. 18. Issued Oct. 7, 1891, for 240 acres of land described above.

Contract No. 5,298.

Issued Feb. 9, 1886, to C. O. Perrine, for the north half of the southwest quarter of section 17, township 2 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $15.50. Deed issued March 10, 1892, to Mathew Gage. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 3,507.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the northeast quarter of section 19, township 2 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600; interest paid,

$174.22. Deed issued April 23, 1886, to George M. Hippee and Samuel Merrill. Present owner of contract, ———. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 3,508.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the northwest half of section 19, township 2 south, range 4 west, S. B. M., 157.97 acres. Agreed purchase price, $1,579.70. Purchase price paid, $1,579.70; interest paid, $172. Deed issued April 23, 1886, to George M. Hippee and Samuel Merrill. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 157.97 acres of land described above.

Contract No. 3,509.

Issued May 2, 1884, to Geo. M. Hippee and Samuel Merrill, for the southwest quarter of section 19, township 2 south, range 4 west, S. B. M., 158.31 acres. Agreed purchase price, $1,583.10. Purchase price paid, $1,583.10; interest paid, $172.38. Deed issued April 23, 1886, to Geo. M. Hippee and Samuel Merrill. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 158.31 acres of land described above.

Contract No. 5,741.

Issued July 1, 1886, to Mrs. Mercy C. Williams, for the south half of the northeast quarter of section 21, township 2 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $56. Deed issued July 24, 1891, to Henry P. Kyes.

Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 5,742.

Issued July 1, 1886, to Mrs. Mercy C. Williams, for the north half of the northeast quarter of section 21, township 2 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $67.20. Deed issued July 11, 1892, to Henry P. Kyes. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 4,483.

Issued March 28, 1885, to Adam H. Williams, for the southeast quarter of the northwest quarter of section 21, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $100. Purchase price paid, $100; interest paid, $24.50. Deed issued Feb. 19, 1889, to Adam H. Williams. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 40 acres of land described above.

Contract No. 4,483½.

Issued March 28, 1885, to Adam H. Williams, for the north half of the northwest quarter, and the southwest quarter of the northwest quarter of section 21, township 2 south, range 4 west, S. B. M., 120 acres. Agreed purchase price, $300. Purchase price paid, $300; interest paid, $77.85. Deed issued Jan. 19, 1892, to Adam H. Williams. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 120 acres of land described above.

Contract No. 10,709.

Issued March 25, 1891, to J. Hawkins, for the southeast quarter of section 21, township 2 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400. Purchase price paid, $150; interest paid, $129.50. Deed issued ————, to ————. Present owner of contract, H. P. Kyes. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,368.

Issued March 25, 1884, to Mary E. Johnson, for the north half of the southwest quarter of section 21, township 2 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $21. Deed issued Feb. 13, 1886, to Mrs. Mary E. Johnson. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 3,368½.

Issued March 25, 1884, to Mary E. Johnson, for the south half of the southwest quarter of section 21, township 2 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $21. Deed issued Feb. 13, 1886, to Mrs. Mary E. Johnson. Present owner of contract, ————. Patent No. 9. Issued Jan. 9, 1885, for 80 acres of land described above.

Contract No. 4,518.

Issued April 10, 1885, to H. J. Stevenson, for all section 23, township 2 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $1,600. Purchase price paid, $1,-600; interest paid, $638.40. Deed issued May 31, 1892, to T. C. Naramore. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 4,670.

Issued June 15, 1885, to H. J. Stevenson, for all section 25, township 2 south, range 4 west, S. B. M., 640 acres. Agreed purchase price, $1,760. Purchase price paid, $1,-760. Interest paid, $689.92. Deed issued June 16, 1892, to Sam. B. Dewey and Francis H. Boyd. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 5,089.

Issued Dec. 24, 1885, to C. O. Perrine, for the east half of the northwest quarter; the northeast quarter and the south half of section 29; the south half of the northeast quarter and the south half of section 31; the northwest quarter of the northeast quarter; the east half of the northeast quarter, and the southwest quarter of section 33, township 2 south, range 4 west, S. B. M., 1,239.77 acres. Agreed purchase price, $4,139.31. Purchase price paid, $4,139.31; interest paid, $1,611. Deed issued Dec. 8, 1892, to C. O. Perrine. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 1,239.77 acres of land described above.

Contract No. 4,675.

Issued June 19, 1885, to C. E. Knapp, for the northwest quarter of the northwest quarter of section 29, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112. Deed issued Dec. 8, 1892, to C. O. Perrine. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,677.

Issued June 18, 1885, to C. E. Knapp, for the southwest quarter of the northwest quarter, of section 29, township 2 south, range 4 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112. Deed issued Dec. 8, 1892, to C. O. Perrine. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 40 acres of land described above.

Contract No. 4,876.

Issued Oct. 5, 1885, to Willis E. Reed, for the north half of the northeast quarter of section 31, township 2 south, range 4 west, S. B. M., 80 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid, $201.60. Deed issued Jan. 14, 1892, to Willis E. Reed. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 4,874.

Issued Oct. 3, 1885, to Wm. B. Gillett, for the south half of the northwest quarter of section 31, township 2 south,

range 4 west, S. B. M., 79.72 acres. Agreed purchase price, $797.20. Purchase price paid, $797.20; interest paid, $288.18. Deed issued March 23, 1892, to F. W. Richardson and Alice R. Richardson. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 79.72 acres of land described above.

Contract No. 4,179.

Issued Jan. 5, 1885, to Mrs. Mary A. Burley, for the north half of the northwest quarter of section 31, township 2 south, range 4 west, S. B. M., 79.61 acres. Agreed purchase price, $769.10. Purchase price paid, $769.10; interest paid, $222.90. Deed issued March 9, 1893, to Sidney Adams. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 79.61 acres of land described above.

Contract No. 5,090.

Issued Dec. 24, 1885, to C. O. Perrine, for the southwest quarter of the northeast quarter; the northwest quarter and the southeast quarter of section 33, township 2 south, range 4 west, S. B. M., 360 acres. Agreed purchase price, $900. Purchase price paid, $900; interest paid, $264.60. Deed issued April 1, 1891, to C. O. Perrine. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 360 acres of land described above.

Contract No. 5,020.

Issued Dec. 1, 1885, to Seymour A. Jackson, for the northeast quarter of section 35, township 2 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $1,600.

Purchase price paid, $581.58; interest paid, $613.30. Deed issued ————, to ————. Present owner of contract, Seymour A. Jackson. Patent No. 6, issued Dec. 27, 1883; also patent No. 25, issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 7,575.

Issued June 13, 1887, to H. L. McNeil and H. J. Stevenson, for the northwest quarter and the south half of section 35, township 2 south, range 4 west, S. B. M., 480 acres. Agreed purchase price, $240. Purchase price paid, $240; interest paid, $40.57. Deed issued May 18, 1892, to Frieda Brodersen. Present owner of contract, ————. Patent No. 18, issued Oct. 7, 1891; also patent No. 25, issued Aug. 15, 1894, for 480 acres of land described above.

Contract No. 2,047.

Issued Jan. 12, 1882, to James Boyd, for lots 1, 2, and 3 of section 13, township 2 south, range 5 west, S. B. M., 73.63 acres. Agreed purchase price, $1,830.15. Purchase price paid, $1,830.15; interest paid, $———. Quitclaim deed issued Jan. 14, 1882, to James Boyd. Present owner of contract, ————. Patent No. ———. Issued ————, for ——— acres of land described above.

Contract No. 2,530.

Issued Oct. 24, 1882, to Charles H. Wilbur, for the southwest quarter of the southeast quarter, and lot 4 of section 13, township 2 south, range 5 west, S. B. M., 70.14 acres. Agreed purchase price, $1,803.50. Purchase price paid,

$1,803.50; interest paid, $499.96. Deed issued Oct. 21, 1887, to Charles H. Wilbur. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 70.14 acres of land described above.

Contract No. 2,503.

Issued Oct. 20, 1882, to John Wilbur, for the east half of the southeast quarter of section 13, township 2 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $1,965. Purchase price paid, $1,965; interest paid, $481.45. Deed issued March 4, 1887, to John Wilbur. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 80 acres of land described above.

Contract No. 2,466.

Issued Oct. 13, 1882, to E. G. Brown, for lot 5 of section 13, township 2 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $1,965. Purchase price paid, $1,965; interest paid, $481.45. Deed issued March 4, 1887, to John Wilbur. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 80 acres of land described above.

Contract No. 2,466.

Issued Oct. 13, 1882, to E. G. Brown, for lot 5 of section 13, township 2 south, range 5 west, S. B. M., 12.35 acres. Agreed purchase price, $635.25. Purchase price paid, $635.25; interest paid, $168.96. Deed issued July 18, 1887, to E. G. Brown. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 12.35 acres of land described above.

Contract No. 2,490.

Issued Oct. 17, 1882, to Albert S. White, for lots 1 and 2 of section 23, township 2 south, range 5 west, S. B. M., 25.36 acres. Agreed purchase price, $507.20. Purchase price paid, $507.20; interest paid, $71.01. Deed issued Oct. 23, 1885, to Albert S. White. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 25.36 acres of land described above.

Contract No. 2,543.

Issued Nov. 3, 1882, to Joseph J. Deming, for the northeast quarter of the northwest quarter of section 25, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid, $71.60. Deed issued Dec. 26, 1884, to Joseph J. Deming. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,544.

Issued Nov. 3, 1882, to Elizabeth Mary Cox, for the northwest quarter of the northwest quarter of section 25, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $600. Purchase price paid, $600; interest paid, $101.06. Deed issued Feb. 3, 1886, to Elizabeth Mary Cox. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,602.

Issued Nov. 28, 1882, to Joseph J. Deming, for the south half of the northwest quarter, the northeast quarter and

the south half of section 25, township 2 south, range 5 west, S. B. M., 560 acres. Agreed purchase price, $11,256. Purchase price paid, $11,256; interest paid, $2,573.90. Deed issued Jan. 14, 1887, to J. S. Castleman, A. Hoeberlin and A. H. Naftzger. Present owner of contract ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 5,202.

Issued Jan. 11, 1886, to C. O. Perrine, for lot 1, section 27, township 2 south, range 5 west, S. B. M., 1.62 acres. Agreed purchase price, $75. Purchase price paid, $75; interest paid, $———. Deed issued Jan. 12, 1886, to C. O. Perrine. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 1.62 acres of land described above.

Contract No. 2,566.

Issued Nov. 13, 1882, to Frank Etu, for lots 1 and 2, section 29, township 2 south, range 5 west, S. B. M., 36.83 acres. Agreed purchase price, $662.94. Purchase price paid, $662.94; interest paid, $170.98. Deed issued June 30, 1887, to H. C. Rolfe and C. J. Perkins. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 36.83 acres of land described above.

Contract No. 2,567.

Issued Nov. 13, 1882, to Wm. Neal, for lots 3 and 4 of section 29, township 2 south, range 5 west, S. B. M., 49.61 acres. Agreed purchase price, $681.78. Purchase price paid, $681.78; interest paid, $187.90. Deed issued Nov. 3,

1887, to W. B. Russell for lot 4 and the west half of lot 3, and V. S. Runels for the east half of lot 3. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 49.61 acres of land described above.

Contract No. 4,637.

Issued May 23, 1885, to Thomas C. Allen, for lots 1 and 2 of section 31, township 2 south, range 5 west, S. B. M., 60 acres. Agreed purchase price, $900. Purchase price paid, $900; interest paid, $120.40. Deed issued Oct. 12, 1887, to Thomas C. Allen. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 60 acres of land described above.

Contract No. 2,541.

Issued Nov. 1, 1882, to Reuben Baxter, for lots 3 and 4 of section 31, township 2 south, range 5 west, S. B. M., 62.20 acres. Agreed purchase price, $933. Purchase price paid, $933; interest paid, $———. Deed issued Nov. 10, 1882, to Reuben Baxter. Present owner of contract, ———————. Patent No. 4. Issued June 26, 1882, for 62.20 acres of land described above.

Contract No. 2,369.

Issued Aug. 16, 1882, to A. D. Haight, for the northeast quarter of the northeast quarter of section 33, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $4.11. Deed issued Sept. 18, 1882, to A. D. Haight. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,376.

Issued Aug. 25, 1882, to S. R. Magee, for the southeast quarter of the northeast quarter of section 33, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $———. Deed issued Aug. 29, 1882, to S. R. Magee. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,373.

Issued Aug. 19, 1882, to Henry M. Streeter, for the west half of the northwest quarter of section 33, township 2 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $1,650. Purchase price paid, $1,650; interest paid, $———. Deed issued Aug. 25, 1882, to Henry M. Streeter. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 80 acres of land described above.

Contract No. 2,361.

Issued Aug. 3, 1882, to James B. Summons, for the northeast quarter of the southeast quarter of section 33, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $———. Deed issued Aug. 5, 1882, to James B. Summons. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,362.

Issued Aug. 3, 1882, to James B. Summons, for the south half of the southeast quarter of section 33, town-

ship 2 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $2,400. Purchase price paid, $2,400; interest paid, $667.62. Deed issued Aug. 17, 1888, to C. G. Gill and O. T. Dyer. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 80 acres of land described above.

Contract No. 2,377.

Issued Aug. 26, 1882, to Riverside Land and Irrigating Company, for the northwest quarter of the southeast quarter of section 33, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $48.53. Deed issued June 22, 1883, to Riverside Land and Irrigating Company. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,374.

Issued Aug. 22, 1882, to M. F. Bixler, for the northeast quarter of the southwest quarter of section 33, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $———. Deed issued Aug. 29, 1882, to M. F. Bixler. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,363.

Issued Aug. 3, 1882, to Charles T. Rouse, for the southeast quarter of the southwest quarter of section 33, township 2 south, range 5 west, S. B. M., 40 acres. Agreed

purchase price, $1,200. Purchase price paid, $1,200; interest paid, $———. Deed issued Aug. 5, 1882, to Charles T. Rouse. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,378.

Issued Aug. 26, 1882, to S. C. Evans, for the southwest quarter of the southwest quarter of section 33, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $———. Deed issued Aug. 29, 1882, to S. C. Evans. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,388.

Issued Sept. 6, 1882, to S. C. Evans, for the northwest quarter of the southwest quarter of section 33, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $1,200. Purchase price paid, $1,200; interest paid, $309.87. Deed issued April 22, 1887, to S. C. Evans. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 4,087.

Issued Nov. 5, 1884, to J. H. D. Cox, for the northeast quarter of the northeast quarter, the south half of the northeast quarter, the northwest quarter of the southeast quarter of section 35, township 2 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $1,080. Purchase price paid, $1,080; interest paid, $299. Deed issued Oct. 16, 1889, to J. H. D. Cox. Present owner of contract,

————. Patent No. 4. Issued June 26, 1882, for 160 acres of land described above.

Contract No. 4,337.

Issued Feb. 16, 1885, to John Hall, for the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of section 35, township 2 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $220. Purchase price paid, $220; interest paid, $7.72. Deed issued Oct. 16, 1885, to John Hall. Present owner of contract, ————. Patent No. 4. Issued June 25, 1882, for 80 acres of land described above.

Contract No. 5,054.

Issued Dec. 11, 1885, to C. O. Perrine, for the southeast quarter of the northwest quarter, and lot 1, and the northeast quarter of the southwest quarter of section 35, township 2 south, range 5 west, S. B. M., 111.57 acres. Agreed purchase price, $378.92. Purchase price paid, $378.92; interest paid, $———. Deed issued Dec. 19, 1885, to C. O. Perrine. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 111.57 acres of land described above.

Contract No. 2,441.

Issued Oct. 10, 1882, to A. J. Twogood, for the southwest quarter of the northwest quarter of section 35, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $1,000. Purchase price paid, $1,000; interest paid, $200.70. Deed issued May 24, 1886, to A. J. Twogood. Present owner of contract, ————. Pat-

ent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 4,024.

Issued Oct. 21, 1884, to Charles H. Low, for the southwest quarter of the southeast quarter of section 35, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $20.30. Deed issued Sept. 28, 1885, to Chas. H. Low. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 4,178.

Issued Jan. 5, 1885, to Gustavus O. Newman, for the east half of the southeast quarter of section 35, township 2 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $560. Purchase price paid, $560; interest paid, $156.80. Deed issued Jan. 8, 1890, to Gustavus O. Newman. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 80 acres of land described above.

Contract No. 2,426.

Issued Sept. 29, 1882, to Henry L. R. Styles, for the northwest quarter of the southwest quarter of section 35, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $———. Deed issued Oct. 5, 1882, to Henry L. R. Styles. Present owner of contract, ————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 2,625.

Issued Dec. 18, 1882, to John S. Penprose, for the southwest quarter of the southwest quarter of section 35, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $250. Purchase price paid, $250; interest paid, $42.32. Deed issued Nov. 26, 1886, to John S. Penprose. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 3,920.

Issued Sept. 17, 1884, to Charles H. Low, for the southeast quarter of the southwest quarter of section 35, township 2 south, range 5 west, S. B. M., 40 acres. Agreed purchase price, $280. Purchase price paid, $280; interest paid, $15.68. Deed issued Sept. 28, 1885, to Chas. H. Low. Present owner of contract, ————————. Patent No. 4. Issued June 26, 1882, for 40 acres of land described above.

Contract No. 10,809.

Issued Sept. 10, 1891, to Martin Comstock, for the northeast quarter of section 1, township 2 south, range 6 west, S. B. M., 159.92 acres. Agreed purchase price, $399.80. Purchase price paid, $79.96; interest paid, $111.95. Deed issued, ————————, to ————————. Present owner of contract, Martin Comstock. Patent No. 25. Issued Aug. 15, 1894, for 159.92 acres of land described above.

Contract No. 10,146.

Issued Aug. 8, 1889, to E. W. Lewis, for the northwest quarter of section 1, township 2 south, range 6 west, S. B.

M., 159.76 acres. Agreed purchase price, $798.80. Purchase price paid, $159.76; interest paid, $134.19. Deed issued ———— to ————. Present owner of contract, George C. Hickey. Patent No. 25. Issued Aug. 15, 1894, for 159.76 acres of land described above.

Contract No. 11,422.

Issued April 7, 1896, to Mrs. Mary E. Comstock, for the southeast quarter of section 1, township 2 south, range 6 west, S. B. M., 133.52 acres. Agreed purchase price, $333.30. Purchase price paid, $333.80; interest paid, $———. Quitclaim deed issued May 2, 1896, to Mrs. Mary E. Comstock. Present owner of contract, ———. Patent No. ———. Issued ————, for —— acres of land described above.

Contract No. 10,142.

Issued Aug. 5, 1889, to Louis H. Bilande, for the northwest quarter of section 3, township 2 south, range 6 west, chase price paid, $430; interest paid, $75.07. Deed issued S. B. M., 172 acres. Agreed purchase price, $430. Pur- July 23, 1895, to Louis Henry Bilande. Present owner of contract, ————. Patent No. 25. Issued Aug. 15, 1894, for 172 acres of land described above.

Contract No. 10,132.

Issued July 24, 1889, to Price Layton, for the northeast quarter of section 3, township 2 south, range 6 west, S. B. M., 168.82 acres. Agreed purchase price, $422.05. Purchase price paid, $84.41; interest paid, $141.78. Deed issued ————, to ————. Present owner of

contract, Edward W. Rouce. Patent No. 25. Issued Aug. 15, 1894, for 168.82 acres of land described above.

Contract No. 6,932.

Issued April 29, 1887, to A. G. Patton, for the south half of section 3, township 2 south, range 6 west, S. B. M., 320 acres. Agreed purchase price, $1,920. Purchase price paid, $1,920; interest paid, $536.40. Deed issued April 27, 1892, to A. G. Patton. Present owner of contract, ————. Patent No. 18. Issued Oct. 17, 1891, for 320 acres of land described above.

Contract No. 3,512.

Issued May 2, 1884, to A. J. Stalder and J. N. Clyman, for all of section 5, township 2 south, range 6 west, S. B. M., 653.08 acres. Agreed purchase price, $2,612.32. Purchase price paid, $2,612.32; interest paid, $1,106.51. Deed issued Dec. 2, 1891, to A. J. Stalder and J. N. Clyman. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 653.08 acres of land described above.

Contract No. 3,403.

Issued April 7, 1884, to Mrs. Julia Herring, for the northeast quarter of section 7, township 2 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $640; interest paid, $179.20. Deed issued April 9, 1889, to Mrs. Julia Herring. Present owner of contract, ————. Patent No. 9. Issued July 9, 1885, for 160 acres of land described above.

Contract No. 3,930.

Issued Sept. 23, 1884, to Chas. J. Downing, for the southeast quarter of section 7, township 2 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $640. Purchase price paid, $640; interest paid, $167.45. Deed issued June 27, 1892, to F. M. Eisenhart. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 4,128.

Issued Dec. 15, 1884, to Joseph Gilbert, for the west half of section 7, township 2 south, range 6 west, S. B. M., 281.28 acres. Agreed purchase price, $1,125.12. Purchase price paid, $1,125.12; interest paid, $441. Deed issued Dec. 16, 1891, to Joseph Gilbert. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 281.28 acres of land described above.

Contract No. 2,897.

Issued Nov. 12, 1883, to A. G. Patton, for the northeast quarter and the north half of the southeast quarter of section 9, township 2 south, range 6 west, S. B. M., 240 acres. Agreed purchase price, $720. Purchase price paid, $720; interest paid, $209.44. Deed issued Feb. 1, 1889, to A. G. Patton. Present owner of contract, ———. Patent No. 9. Issued Jan. 9, 1885, for 240 acres of land described above.

Contract No. 2,896.

Issued Nov. 12, 1883, to H. J. Stevenson, for the northwest quarter and the north half of the southwest quarter

of section 9, township 2 south, range 6 west, S. B. M., 240 acres. Agreed purchase price, $720. Purchase price paid, $720; interest paid, $209.44. Deed issued Feb. 1, 1889, to A. G. Patton. Present owner of contract, ———. Patent No. 9. Issued Jan. 9, 1885, for 240 acres of land described above.

Contract No. 2,898.

Issued Nov. 12, 1883, to O. J. Simpkins, for the south half of the southeast quarter and the south half of the southwest quarter of section 9, township 2 south, range 6 west, S. B. M., 160 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $139.63. Deed issued Feb. 1, 1889, to A. G. Patton. Present owner of contract, ————. Patent No. 9. Issued Jan. 9, 1885, for 160 acres of land described above.

Contract No. 10,688.

Issued Jan. 13, 1891, to Dougald McRea and James McClure, for the northwest quarter of the northeast quarter and lots 1 and 2 of section 11, township 2 south, range 6 west, S. B. M., 93.41 acres. Agreed purchase price, $560.46. Purchase price paid, $112.09; interest paid, $94.14. Deed issued ————, to ————. Present owner of contract, Dougald McRea and James McClure. Patent No. 25. Issued Aug. 15, 1894, for 93.41 acres of land described above.

Contract No. 10,756.

Issued May 21, 1891, to I. N. Van Nuys, for the north half of the northwest quarter, and lots 3 and 4 of section 11, township 2 south, range 6 west, S. B. M., 154.68 acres.

Agreed purchase price, $1,856.16. Purchase price paid, $1,856.16; interest paid, $117.80. Quitclaim deed issued July 15, 1892, to I. N. Van Nuys. Present owner of contract, ————————. Patent No. ———. Issued ———, for ——— acres of land described above.

Contract No. 10,123.

Issued July 5, 1889, to Mrs. Kate Bryant McVey, for the northwest quarter and lots 3 and 4 of section 17, township 2 south, range 6 west, S. B. M., 193.91 acres. Agreed purchase price, $1,163.46. Purchase price paid, $1,163.46; interest paid, $405.38. Deed issued Sept. 25, 1895, to Mrs. Kate Bryant McVey. Present owner of contract, ———. Patent No. 25. Issued Aug. 15, 1894, for 193.91 acres of land described above.

Contract No. 10,193.

Issued Oct. 23, 1889, to Chas. E. Mosher, for the fractional northeast quarter of section 17, township 2 south, range 6 west, S. B. M., 131.09 acres. Agreed purchase price, $786.54. Purchase price paid, $786.54; interest paid, $223.31. Deed issued Nov. 21, 1894, to Chas. E. Mosher. Present owner of contract, ————————. Patent No. 25. Issued Aug. 15, 1894, for 131.09 acres of land described above.

Contract No. 10,566.

Issued Nov. 10, 1890, to Adam Willhart, for lot 1 of section 19, township 2 south, range 6 west, S. B. M., 8.11 acres. Agreed purchase price, $81.10. Purchase price paid, $81.10; interest paid, $———. Deed issued Oct. 20, 1894, to Adam Willhart. Present owner of contract,

————. Patent No. 25. Issued Aug. 15, 1894, for 8.11 acres of land described above.

Contract No. 5,216.

Issued Jan. 14, 1886, to William Thorpe, for the east half of section 1, township 2 south, range 7 west, S. B. M., 321.49 acres. Agreed purchase price, $964.47. Purchase price paid, $964.47; interest paid, $74.27. Deed issued June 20, 1887, to William Thorpe. Present owner of contract, ————. Patent No. 9. Issued Jan. 9, 1885, for 321.49 acres of land described above.

Contract No. 4,590.

Issued May 8, 1885, to Edw. E. Perley, for the northwest quarter of section 1, township 2 south, range 7 west, S. B. M., 164.49 acres. Agreed purchase price, $493.47. Purchase price paid, $493.47; interest paid, $52.96. Deed issued April 14, 1887, to Edw. E. Perley. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 164.49 acres of land described above.

Contract No. 4,591.

Issued May 8, 1885, to Edw. E. Perley, for the southwest quarter of section 1, township 2 south, range 7 west, S. B. M., 160 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $51.53. Deed issued April 14, 1887, to Edw. E. Perley. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 164.49 acres of land described above.

Contract No. 4,406.

Issued Feb. 28, 1885, to George T. Gower, for all fractional of section 3, township 2 south, range 7 west, S. B. M., 496.65 acres. Agreed purchase price, $2,979.90. Purchase price paid, $2,979.90; interest paid, $788.53. Deed issued Jan. 6, 1890, to Elon G. Fay. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 496.65 acres of land described above.

Contract No. 4,380.

Issued Feb. 24, 1885, to H. C. Gower, for all of section 11, township 2 south, range 7 west, S. B. M., 640 acres. Agreed purchase price, $3,840. Purchase price paid, $3,840; interest paid, $1,202.35. Deed issued Oct. 2, 1890, to S. M. Perry. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 640 acres of land described above.

Contract No. 3,964.

Issued Sept. 29, 1884, to Wm. D. Mosher, for the northeast quarter of section 13, township 2 south, range 7 west, S. B. M., 160 acres. Agreed purchase price, $960. Purchase price paid, $960; interest paid, $154.11. Deed issued Aug. 23, 1887, to Wm. B. Mosher and E. P. Whitney. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 160 acres of land described above.

Contract No. 5,858.

Issued Aug. 18, 1886, to Geo. W. Sessions, for the east half of the northwest quarter of section 13, township 2 south, range 7 west, S. B. M., 80 acres. Agreed purchase

price, $480. Purchase price paid, $480; interest paid, $134.40. Deed issued Oct. 19, 1891, to Thomas Earley. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 5,859.

Issued Aug. 18, 1886, to Geo. W. Sessions, for the west half of the northwest quarter of section 13, township 2 south, range 7 west, S. B. M., 80 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $145.22. Deed issued Feb. 13, 1892, to J. S. Bartlett. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 3,846.

Issued Aug. 14, 1884, to Wm. Peirce, for the northwest quarter of the southeast quarter, the northeast quarter of the southwest quarter, the west half of the southwest quarter, and lots 1, 2 and 3 of section 13, township 2 south, range 7 west, S. B. M., 237.71 acres. Agreed purchase price, $1,426.26. Purchase price paid, $1,426.26; interest paid, $383.81. Deed issued June 3, 1889, to W. C. Mosher. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 237.71 acres of land described above.

Contract No. 7,730.

Issued July 8, 1887, to Eachem McEachem, for the northwest quarter of the southeast quarter of section 15, township 2 south, range 7 west, S. B. M., 40 acres. Agreed purchase price, $200. Purchase price paid, $200; interest paid, $———. Deed issued ————, to ————.

Present owner of contract, Eachem McEachem. Patent No. ———. Issued ————————, for ——— acres of land described above.

Contract No. 5,804.

Issued Aug. 2, 1886, to D. McDougal, for the west half of the northeast quarter of section 15, township 2 south, range 7 west, S. B. M., 80 acres. Agreed purchase price, $480. Purchase price paid, $480; interest paid, $88.18. Deed issued Nov. 18, 1889, to D. McDougal. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 80 acres of land described above.

Contract No. 4,737.

Issued Aug. 4, 1885, to D. McDougal, for the southwest quarter of the southeast quarter, and lots 3 and 4 of section 15, township 2 south, range 7 west, S. B. M., 125.55 acres. Agreed purchase price, $753.30. Purchase price paid $753.30; interest paid, $180.31. Deed issued Nov. 18, 1889, to D. McDougal. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 125.55 acres of land described above.

Contract No. 3,161.

Issued Feb. 6, 1884, to Milton Santee, for lots 1 and 2 of section 5, township 2 south, range 7 west, S. B. M., 85.45 acres. Agreed purchase price, $512.70. Purchase price paid, $512.70; interest paid, $165.70. Deed issued Nov. 18, 1889, to D. McDougal. Present owner of contract, ————————. Patent No. 2. Issued April 4, 1879, for 85.45 acres of land described above.

Contract No. 5,247.

Issued Jan. 27, 1886, to Martin Van Wig, for lot 3 of section 23, township 2 south, range 7 west, S. B. M., 14.19 acres. Agreed purchase price, $141.90. Purchase price paid, $141.90; interest paid, $———. Deed issued Feb. 1, 1886, to Martin Van Wig. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 14.19 acres of land described above.

Contract No. 6,115.

Issued Dec. 6, 1886, to James Mackel, for lot 4 of section 23, township 2 south, range 7 west, S. B. M., 33.81 acres. Agreed purchase price, $338.10. Purchase price paid, $67.62; interest paid, $37.86. Deed issued ————, to ————. Present owner of contract, Paul Denton. Patent No. 2. Issued April 4, 1879, for 33.81 acres of land described above.

Contract No. 5,839.

Issued Aug. 9, 1886, to Martin Van Wig, for the northwest quarter of the northeast quarter of section 23, township 2 south, range 7 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $112. Deed issued Aug. 14, 1891, to Martin Van Wig. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 5,053.

Issued Dec. 11, 1885, to Martin Van Wig, for the northeast quarter of the northwest quarter of section 23, town-

ship 2 south, range 7 west, S. B. M., 40 acres. Agreed purchase price, $400. Purchase price paid, $400; interest paid, $113.25. Deed issued Jan. 8, 1891, to Martin Van Wig. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 40 acres of land described above.

Contract No. 3,180.

Issued Feb. 13, 1884, to Milton Santee, for lot 1 of section 23, township 2 south, range 7 west, S. B. M., 14.95 acres. Agreed purchase price, $149.50. Purchase price paid, $149.50; interest paid, $33.73. Deed issued March 10, 1888, to Martin Van Wig. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 14.95 acres of land described above.

Contract No. 3,183.

Issued Feb. 18, 1884, to Milton Santee, for lot 2 of section 23, township 2 south, range 7 west, S. B. M., 34.57 acres. Agreed purchase price, $345.70. Purchase price paid, $345.70; interest paid, $77.72. Deed issued March 10, 1888, to Martin Van Wig. Present owner of contract, ————. Patent No. 2. Issued April 4, 1879, for 34.57 acres of land described above.

Contract No. 10,699.

Issued Feb. 21, 1891, to Joseph Burdess, for lot 1 of section 27, township 2 south, range 7 west, S. B. M., 1.65 acres. Agreed purchase price, $33. Purchase price paid, $6.60; interest paid, $9.25. Deed issued ————, to ————. Present owner of contract, Joseph Bur-

dess. Patent No. 2. Issued April 4, 1879, for 1.65 acres of land described above.

Contract No. 10,700.

Issued Feb. 21, 1891, to Joseph Burdess, for lots 2 and 3 of section 27, township 2 south, range 7 west, S. B. M., 36.39 acres. Agreed purchase price, $727.80. Purchase price paid, $145.56; interest paid, $203.75. Deed issued ————, to ————. Present owner of contract, Joseph Burdess. Patent No. 2. Issued Aug. 15, 1894, for 36.39 acres of land described above.

Contract No. 2,934.

Issued Dec. 12, 1883, to Geo. W. Scott, for all of section 1, township 3 south, range 1 west, S. B. M., 634.84 acres. Agreed purchase price, $6,348.40. Purchase price paid, $6,348.40; interest paid, $1,416.12. Deed issued Dec. 17, 1887, to Geo. W. Scott. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 634.84 acres of land described above.

Contract No. 2,935.

Issued Dec. 12, 1883, to George C. Egan, for all of section 3 and northeast quarter of section 9, township 3 south, range 1 west, S. B. M., 766.72 acres. Agreed purchase price, $7,667.20. Purchase price paid, $7,667.20; interest paid, $1,257.66. Deed issued Nov. 19, 1886, to George C. Egan. Present owner of contract, ————. Patent No. 6, Issued Dec. 27, 1883, for 766.72 acres of land described above.

Contract No. 2,936.

Issued Dec. 12, 1883, to M. Mallam, for the northwest quarter of section 5, township 3 south, range 1 west, S. B. M., 131 acres. Agreed purchase price, $655. Purchase price paid, $655; interest paid, $92.54. Deed issued Jan. 14, 1887, to M. Mallam. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 131 acres of land described above.

Contract No. 3,785.

Issued July 2, 1884, to Arthur A. Curtis, for the northeast quarter of section 5, township 3 south, range 1 west, S. B. M., 133 acres. Agreed purchase price, $665.00. Purchase price paid, $665.00; interest paid, $186.20. Deed issued July 16, 1889, to Earl B. Miller. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 133 acres of land described above.

Contract No. 3,007.

Issued January 2, 1884, to A. J. Viele, for the south half of section 5, the northwest quarter of section 9, and the northwest quarter of section 15, township 3 south, range 1 west, S. B. M., 640 acres. Agreed purchase price, $6,400.00. Purchase price paid, $6,400.00; interest paid, $1,992.00. Deed issued Oct. 22, 1890, to A. J. Viele. Present owner of contract, ——————. Patent No. 6. Issued Dec. 27, 1883, for 32 acres of land described above. Also patent No. 9. Issued January 9, 1885, for 320 acres of land described above.

Contract No. 3,141.

Issued Feb. 2, 1884, to H. W. Hellman, for the northeast quarter of section 7, and the west half of the northeast quarter of section 15, township 3 south, range 1 west, S. B. M., 240 acres. Agreed purchase price, $2,400.00. Purchase price paid, $2,400.00; interest paid, $173.60. Deed issued May 19, 1885, to H. W. Hellman. Present owner of contract, ————————. Patent No. 9. Issued Jan. 9, 1885, for 240 acres of land described above.

Contract No. 6,452.

Issued March 9, 1887, to George Hendey, for the northwest quarter of section 7, township 3 south, range 1 west, S. B. M., 164.20 acres. Agreed purchase price, $410.50. Purchase price paid, $410.50; interest paid, $152.19. Deed issued April 13, 1894, to Mrs. La Belle Bibby. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 164.20 acres of land described above.

Contract No. 2,960.

Issued Dec. 14, 1883, to Joseph D. Parish, for the southeast quarter of section 9, township 3 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $1,600. Purchase price paid, $1,600.00; interest paid, $265.05. Deed issued Jan. 7, 1887, to A. H. Judson. Present owner of contract, ————————. Patent No. 9. Issued Jan. 9, 1885, for 160 acres of land described above.

Contract No. 3,006.

Issued Jan. 2, 1884, to R. A. Armstrong, for lots 1, 2, 3, and 4 of section 9, township 3 south, range 1 west, S. B.

M., 173.60 acres. Agreed purchase price, $434.00. Purchase price paid, $434.00; interest paid, $147.70. Deed issued Feb. 1, 1890, to R. A. Armstrong. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 45.10 acres of land described above. Also patent No. 9. Issued Jan. 9, 1885, for 128.50 acres of land described above.

Contract No. 2,971.

Issued Dec. 22, 1883, to Wm. Smith, for the north half of section 11, township 3 south, range 1 west, S. B. M., 320 acres. Agreed purchase price, $4,192.00. Purchase price paid, $4,192.00; interest paid, $255.76. Deed issued Sept. 28, 1885, to Wm. Smith. Present owner of contract, ————————. Patent No. 9. Issued Jan. 9, 1885, for 320 acres of land described above.

Contract No. 2,973.

Issued Dec. 22, 1883, to Wm. Smith, for the south half of section 11, township 3 south, range 1 west, S. B. M., 320 acres. Agreed purchase price, $4,192.00. Purchase price paid, $4,192.00; interest paid, $117.82. Deed issued Feb. 6, 1885, to Wm. Smith. Present owner of contract, ————————. Patent No. 9. Issued Jan. 9, 1885, for 320 acres of land described above.

Contract No. 2,933.

Issued Dec. 12, 1883, to R. P. Stewart, for the north half of section 13, township 3 south, range 1 west, S. B. M., 320 acres. Agreed purchase price, $3,200.00. Purchase price paid, $3,200.00; interest paid, $756.00. Deed issued Dec. 20, 1888, to R. P. Stewart. Present owner of contract,

————. Patent No. 9. Issued Jan. 9, 1885, for 320 acres of land described above.

Contract No. 4,627.

Issued May 20, 1885, to R. P. Stewart, for the southeast quarter of section 13, township 3 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $210.95. Deed issued March 18, 1892, to R. P. Stewart. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 4,617.

Issued May 18, 1885, to R. P. Stewart, for the southwest quarter of section 13, township 3 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $800.00. Purchase price paid, $800.00; interest paid, $211.20. Deed issued March 18, 1892, to R. P. Stewart. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 3,185.

Issued Feb. 18, 1884, to W. R. Standefer, for the southwest quarter of section 15, township 3 south, range 1 west, S. B. M., 180.60 acres. Agreed purchase price, $790.12. Purchase price paid, $790.12; interest paid, $159.42. Deed issued Jan. 10, 1889, to Mary A. Smith and Herman C. Smith. Present owner of contract, ————. Patent No. 9. Issued Jan. 9, 1885, for 180.60 acres of land described above.

Contract No. 9,402.

Issued Feb. 27, 1888, to M. E. Bragdon, for all of section 19, township 3 south, range 1 west, S. B. M., 652 acres. Agreed purchase price, $652.00. Purchase price paid, $652.00; interest paid, $255.96. Deed issued March 14, 1895, to Mrs. M. E. Bragdon. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 652 acres of land described above.

Contract No. 4,618.

Issued May 18, 1885, to Jacques Laborde, for the west half of the northeast quarter and the east half of the northwest quarter of section 31, township 3 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $298.78. Purchase price paid, $298.78; interest paid, $84.70. Deed issued June 17, 1890, to Jacques Laborde. Present owner of contract, ————. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 4,619.

Issued May 18, 1885, to Jacques Laborde, for the east half of the northeast quarter, the northwest quarter of the southeast quarter, the east half of the southeast quarter, and lots 1, 2, 3, 4, 5 and 6 of section 31, township 3 south, range 1 west, S. B. M., 375.50 acres. Agreed purchase price, $701.20. Purchase price paid, $701.20; interest paid, $198.36. Deed issued May 16, 1892, to Jacques Laborde. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 375.50 acres of land described above.

Contract No. 10,676.

Issued Jan. 2, 1891, to C. J. Monson, Jr., for the northeast quarter and south half of section 33, township 3 south, range 1 west, S. B. M., 480 acres. Agreed purchase price, $1,200.00. Purchase price paid, $240.00; interest paid, $201.60. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Co. Patent No. 18. Issued Oct. 7, 1891, for 480 acres of land described above.

Contract No. 10,677.

Issued Jan. 2, 1891, to C. J. Monson, Jr., for the northwest quarter of section 33, township 3 south, range 1 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $80.00; interest paid, $67.20. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Co. Patent No. 6. Issued Dec. 27, 1883, for 160 acres of land described above.

Contract No. 10,254.

Issued March 21, 1890, to James Graham, for the southwest quarter of the northeast quarter and lots 1 and 2 of section 7, township 3 south, range 2 west, S. B. M., 100.70 acres. Agreed purchase price, $1,208.40. Purchase price paid, $241.68; interest paid, $270.68. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Co. Patent No. 18. Issued Oct. 7, 1891, for 100.70 acres of land described above.

Contract No. 10,255.

Issued March 21, 1890, to James Graham, for the northwest quarter of the northeast quarter and lot 7 of section

7, township 3 south, range 2 west, S. B. M., 59.30 acres. Agreed purchase price, $711.60. Purchase price paid, $142.32; interest paid, $159.40. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 18. Issued Oct. 7, 1891, for 59.30 acres of land described above.

Contract No. 10,256.

Issued March 21, 1890, to James Graham, for the north half of the northwest quarter of section 7, township 3 south, range 2 west, S. B. M. (This tract was sold before survey for 80 acres; after survey it was found to contain 83.36 acres. The price was not, however, raised in consequence thereof.) 80 acres. Agreed purchase price, $1,200.00. Purchase price paid, $240.00; interest paid, $268.80. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 10,257.

Issued March 21, 1890, to James Graham, for the south half of the northwest qaurter of section 7, township 3 south, range 2 west, S. B. M., 80 acres. Agreed purchase price, $1,200. Purchase price paid, $240.00; interest paid, $268.80. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 10,258.

Issued March 21, 1890, to James Graham, for the north half of the southeast quarter and lots 5 and 6 of section 7, township 3 south, range 2 west, S. B. M., 134.51 acres. Agreed purchase price, $2,017.65. Purchase price paid, $403.53; interest paid, $451.92. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 18. Issued Oct. 7, 1891, for 134.51 acres of land described above.

Contract No. 10,259.

Issued March 21, 1890, to James Graham, for the north half of the southwest quarter and lots 3 and 4 of section 7, township 3 south, range 2 west, S. B. M., 138.09 acres. Agreed purchase price, $2,071.35. Purchase price paid, $414.27; interest paid, $464.00. Deed issued ———— to ————. Present owner of contract, Bear Valley Irrigation Company. Patent No. 18. Issued Oct. 7, 1891, for 138.09 acres of land described above.

Contract No. 10,763.

Issued May 27, 1891, to Frances Schlador, for all section 15, township 3 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $320.00; interest paid, $448.00. Deed issued ———— to ————. Present owner of contract, Mrs. Frances Schlador. Patent No. 25. Issued Aug. 15, 1894, for 640 acres of land described above.

Contract No. 10,880.

Issued Oct. 12, 1891, to Mrs. Frances Schlador, for lot 1 of section 21, township 3 south, range 2 west, S. B. M., 2.03 acres. Agreed purchase price, $20.00. Purchase price paid, $20.00; interest paid, $———. Deed issued ———— to ————. Present owner of contract, Mrs. Frances Schlador. Patent No. 25. Issued Aug. 15, 1894, for 2.03 acres of land described above.

Contract No. 6,236.

Issued Jan. 14, 1887, to John Ryan, for all section 23, township 3 south, range 2 west, S. B. M., 640 acres. Agreed purchase price, $1,120.00. Purchase price paid, $1,020; interest paid, $468.65. Deed issued ———— to ————. Present owner of contract, B. J. Inwall and Frank S. Ryan. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 11,435.

Issued June 3, 1896, to Stephen A. Hubbell, Henry F. de Souza and Frank S. Ryan, for all of section 25, township 3 south, range 2 west, S. B. M., 639.77 acres. Agreed purchase price, $1,199.57. Purchase price paid, $239.91; interest paid, $67.18. Deed issued ———— to ————. Present owner of contract, Stephen A. Hubbell, Henry F. de Souza and Frank S. Ryan. Patent No. 18. Issued Oct. 7, 1891, for 639.77 acres of land described above.

Contract No. 9,934.

Issued Oct. 10, 1888, to C. H. Condee, for the northwest quarter of section 3, township 3 south, range 3 west, S. B.

M., 163.51 acres. Agreed purchase price, $408.78. Purchase price paid, $408.78; interest paid, $75.39. Deed issued Jan. 26, 1892, to Geo. E. Otis. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 163.51 acres of land described above.

Contract No. 10,430.

Issued Sept. 1, 1890, to A. J. Condee, for the south half of section 3, township 3 south, range 3 west, S. B. M., 320 acres. Agreed purchase price, $3,200.00. Purchase price paid, $640.00; interest paid, $537.60. Deed issued ———— to ————. Present owner of contract, A. J. Condee. Patent No. 25. Issued Aug. 15, 1894, for 320 acres of land described above.

Contract No. 10,431.

Issued Sept. 1, 1890, to A. J. Condee, for the northwest quarter of section 11, township 3 south, range 2 west, S. B. M., 160 acres. Agreed purchase price, $880.00. Purchase price paid, $880.00; interest paid, $158.11. Quitclaim deed issued Nov. 21, 1893, to A. J. Condee. Present owner of contract, ————. Patent No. 25. Issued Aug. 15, 1894, for 160 acres of land described above.

Contract No. 6,425.

Issued March 7, 1887, to W. E. Atwater and R. K. Atwater, for the northeast quarter and the northeast quarter of the northwest quarter of section 9, township 3 south, range 4 west, S. B. M., 200 acres. Agreed purchase price, $740.00. Purchase price paid, $740.00; interest paid, $206.40. Deed issued March 18, 1892, to W. E. At-

water and Sarah L. Atwater. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 200 acres of land described above.

Contract No. 6,771.

Issued April 18, 1887, to Shirley C. Ward, for the east half of section 19, township 3 south, range 4 west, S. B. M., 320 acres. Agreed purchase price, $1,280.00. Purchase price paid, $1,280.00; interest paid, $438.04. Deed issued June 1, 1893, to Shirley C. Ward. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 6,917.

Issued April 28, 1887, to W. Taylour English, for the northwest quarter of section 19, township 3 south, range 4 west, S. B. M., 158.76 acres. Agreed purchase price, $476.28. Purchase price paid, $476.28; interest paid, $225.95. Deed issued Dec. 11, 1895, to M. K. Landen and The Pacific Bank. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 158.76 acres of land described above.

Contract No. 6,918.

Issued April 28, 1887, to W. Taylour English, for the southwest quarter of section 19, township 3 south, range 4 west, S. B. M., 158.80 acres. Agreed purchase price, $595.50. Purchase price paid, $595.50; interest paid, $165.29. Deed issued April 14, 1892, to Chas. A. White. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 158.80 acres of land described above.

Contract No. 6,834.

Issued April 22, 1887, to Thomas E. Beatty, for the south half of section 29, township 3 south, range 4 west, S. B. M., 320 acres. Agreed purchase price, $1,280.00. Purchase price paid, $256.00; interest paid, $573.44. Deed issued ———— to ————. Present owner of contract, Thomas E. Beatty and Mezzotint A. English. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 7,853.

Issued July 20, 1887, to Hjalmnar Newman, for all of section 31, township 3 south, range 4 west, S. B. M., 642.38 acres. Agreed purchase price, $1,605.95. Purchase price paid, $1,605.95; interest paid, $539.58. Deed issued July 10, 1893, to G. Olivia Newman. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 642.38 acres of land described above.

Contract No. 6,774.

Issued April 18, 1887, to Shirley C. Ward, for the northeast quarter of section 33, township 3 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $640.00. Purchase price paid, $640.00; interest paid, $179.20. Deed issued April 20, 1892, to W. R. Spence. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,775.

Issued April 18, 1887, to Shirley C. Ward, for the northwest quarter of section 33, township 3 south, range 4 west,

S. B. M., 160 acres. Agreed purchase price, $640.00. Purchase price paid, $640.00; interest paid, $179.20. Deed issued April 20, 1892, to Everett B. Thomas. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,776.

Issued April 18, 1887, to Shirley C. Ward, for the southeast quarter of section 33, township 3 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $179.20. Deed issued May 31, 1892, to B. F. Frizzell. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,777.

Issued April 18, 1887, to Shirley C. Ward, for the southwest quarter of section 33, township 3 south, range 4 west, S. B. M., 160 acres. Agreed purchase price, $640.00. Purchase price paid, $640.00; interest paid, $182.70. Deed issued May 31, 1892, to B. F. Frizzell. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,072.

Issued Nov. 22, 1886, to T. H. B. Chamblin, for the northeast quarter of section 1, township 3 south, range 5 west, S. B. M., 185.11 acres. Agreed purchase price, $647.88. Purchase price paid, $647.88; interest paid, $242.08. Deed issued Feb. 9, 1884, to T. H. B. Chamblin. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,692.

Issued April 8, 1887, to Frederick J. Cox, for the northwest quarter of section 1, township 3 south, range 5 west, S. B. M., 188.10 acres. Agreed purchase price, $752.40. Purchase price paid, $752.40; interest paid, $214.38. Deed issued May 11, 1892, to Frederick J. Cox. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 188.10 acres of land described above.

Contract No. 6,207.

Issued Jan. 3, 1887, to J. H. D. Cox, for the west half of the southeast qaurter of section 1, township 3 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $280.00. Purchase price paid, $280.00; interest paid, $78.40. Deed issued Jan. 16, 1892, to Joseph J. Deming and J. H. D. Cox. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 6,208.

Issued Jan. 3, 1887, to J. J. Deming, for the east half of the southeast quarter of section 1, township 3 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $280.00. Purchase price paid, $280.00; interest paid, $78.40. Deed issued Jan. 16, 1892, to Joseph J. Deming and J. H. D. Cox. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 80 acres of land described above.

Contract No. 7,999.

Issued Aug. 10, 1887, to W. F. Gill, for the southwest quarter of section 1, township 3 south, range 5 west, S. B.

M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $128.00. Deed issued April 26, 1893, to Will W. Beach. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,804.

Issued Dec. 2, 1887, to C. Behrendt and B. Guirado, for all of section 14, township 3 south, range 5 west, S. B. M., 640 acres. Agreed purchase price, $1,600.00. Purchase price paid, $1,600.00; interest paid, $383.02. Deed issued March 18, 1892, to Alexander J. Mead. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 640 acres of land described above.

Contract No. 5,469.

Issued March 22, 1886, to Mrs. R. S. Wood, for the south half of the southeast quarter of section 15, township 3 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $58.80. Deed issued June 20, 1891, to Mrs. R. S. Wood. Present owner of contract, ————————. Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 5,390.

Issued March 1, 1886, to Wilbur N. Chamblin, for the south half of the southwest quarter of section 15, township 3 south, range 5 west, S. B. M., 80 acres. Agreed purchase price, $200.00. Purchase price paid, $200.00; interest paid, $22.70. Deed issued March 14, 1888, to Wilbur N. Chamblin. Present owner of contract,

———— Patent No. 6. Issued Dec. 27, 1883, for 80 acres of land described above.

Contract No. 6,074.

Issued Nov. 22, 1886, to P. Gallagher, for the east half of section 21, township 3 south, range 5 west, S. B. M., 320 acres. Agreed purchase price, $2,800.00. Purchase price paid, $2,800.00; interest paid, $888.55. Deed issued July 25, 1892, to Riverside Trust Company, Limited. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 320 acres of land described above.

Contract No. 8,756.

Issued Nov. 7, 1887, to E. Memory, for the northeast quarter of section 23, township 3 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $161.50; interest paid, $186.52. Deed issued ———— to ————. Present owner of contract, E. Memory. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,757.

Issued Nov. 7, 1887, to E. Memory, for the northwest quarter of section 23, township 3 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $161.50; interest paid, $186.52. Deed issued ———— to ————. Present owner of contract, E. Memory. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,758.

Issued Nov. 7, 1887, to E. Memory, for the southeast quarter of section 23, township 3 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $161.50; interest paid, $186.52. Deed issued ———— to ————. Present owner of contract, E. Memory. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,759.

Issued Nov. 7, 1887, to E. Memory, for the southwest quarter of section 23, township 3 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $161.50; interest paid, $186.52. Deed issued ———— to ————. Present owner of contract, E. Memory. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,919.

Issued April 28, 1887, to W. Taylour English, for the northeast quarter of section 25, township 3 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $560.00. Purchase price paid, $560.00; interest paid, $155.40. Deed issued April 14, 1892, to Chas. A. White. Present owner of contract, ————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,920.

Issued April 28, 1887, to W. Taylour English, for the northwest quarter of section 25, township 3 south, range 5 west, S. B. M., 160 acres. Agreed purchase price,

$640.00. Purchase price paid, $640.00; interest paid, $247.89. Deed issued March 30, 1894, to Geo. S. Montgomery. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 6,921.

Issued April 28, 1887, to W. Taylour English, for the southwest quarter of section 25, township 3 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $600.00. Purchase price paid, $600.00; interest paid, $166.50. Deed issued April 14, 1892, to Emil A. Bretzner. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 8,788.

Issued Nov. 25, 1887, to John S. Penprose, for the southeast quarter of section 25, township 3 south, range 5 west, S. B. M., 160 acres. Agreed purchase price, $400.00. Purchase price paid, $400.00; interest paid, $98.20. Deed issued April 14, 1892, to John S. Penprose. Present owner of contract, ————————. Patent No. 18. Issued Oct. 7, 1891, for 160 acres of land described above.

Contract No. 9,662.

Issued June 6, 1888, to H. E. Taylor, for the north half, the north half of the southeast quarter, the north half of the southwest quarter of section 27, township 3 south, range 5 west, S. B. M., 480 acres. Agreed purchase price, $1,200.00. Purchase price paid, $240.00; interest paid, $336.00. Deed issued ———————— to ————————. Present owner of contract, Orlando A. Smith. Patent

No. 18. Issued Oct. 7, 1891, for 480 acres of land described above.

Contract No. 5,608.

Issued May 24, 1886, to Wilbur Chamblin, for lot 1 of section 5, township 3 south, range 7 west, S. B. M., 40.22 acres. Agreed purchase price, $120.66. Purchase price paid, $120.66; interest paid, $——. Deed issued June 3, 1886, to Wilbur N. Chamblin. Present owner of contract, ——————. Patent No. 2. Issued April 4, 1879, for 40.22 acres of land described above.

Contract No. 2,616.

Issued Dec. 6, 1882, to John Taylor, for fractional southwest quarter of section 7, township 3 south, range 7 west, S. B. M., 145.60 acres. Agreed purchase price, $364.00. Purchase price paid, $364.00; interest paid, $101.90. Deed issued Dec. 17, 1887, to John Taylor. Present owner of contract, ——————. Patent No. 2. Issued April 4, 1879, for 145.60 acres of land described above.

Contract No. 5,575.

Issued May 8, 1886, to Vicente Fernandez, for lots 7 and 8 of section 19, township 3 south, range 7 west, S. B. M., 87.18 acres. Agreed purchase price, $217.95. Purchase price paid, $217.95; interest paid, $93.90. Deed issued Jan. 16, 1894, to Jacob Baruch. Present owner of contract, ——————. Patent No. 2. Issued April 4, 1879, for 87.18 acres of land described above.